

The Contract Vendor is required to provide a certain level of effort in producing the analysis and documentation. The State will not compensate the Contract Vendor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in the level of effort.

Contract amendments shall be negotiated by the State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

39. **COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

40. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

41. **NONVISUAL ACCESS STANDARDS.** Nonvisual access standards require:

That the effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

42. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.
43. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
44. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.



45. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

46. **CHANGE REQUESTS.** The State reserves the right to request, during the term of the Contract, changes to the products offered. Products introduced during the term of the Contract shall go through a formal review process. A formal process of changing the Contract shall be developed during the negotiation of the Contract. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Contract as well as defining how adding the product will enhance the Contract. The State may request that products, other than those recommended, are added to the Contract.

In the event that the State desires to add new products and services that are not included in the original Contract, the State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the State's requirements. Evidence of the need to add products or services should be demonstrated to the State. The Contract shall be modified via supplement or amendment. The State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Contract without the State's prior approval.

47. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, Subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at [www.mmd.admin.State.mn.us](http://www.mmd.admin.State.mn.us) under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600.

48. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: 6. Indemnification and Hold Harmless, 9. State Audits, 15. Government Data Practices Act, 24. Governing Law, 25. Jurisdiction and Venue, 36. Intellectual Property Indemnification, and 32. Publicity.

49. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

50. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.

a. Covered contracts and Contract Vendors. If the Contract exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the State where it has its principle place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, Subd. 1 because it employed more than 40 full-time employees in another State and which does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.



- b. Minnesota Statutes Section 363A.36, Subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, Subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

**"AFFIRMATIVE ACTION FOR DISABLED WORKERS**

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.
- (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons."
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of this Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

51. **USAGE REPORT.** As per the requirements of this RFP, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.



52. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.
53. **STATE REQUIREMENTS.** The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contract Vendor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards. The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.
54. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, for or on account of the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.
55. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret", the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.
56. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
  - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
  - the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "AMS" modified appropriately to preserve the State's rights.

57. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270.66, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
58. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.



### **State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and are to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the Contract. The State is under no obligation to delay proceeding with a Contract until a company receives Human Rights certification.**

**BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due. Check one of the following Statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For those companies not described in BOX A**

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C – For all companies**

By signing this Statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101 TC Metro:

Web: [www.humanrights.State.mn.us](http://www.humanrights.State.mn.us)

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

(651) 296-5663

Fax:

(651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283



### **Trade Secret Information Form**

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, "trade secret information" as defined in Minn. Stat. §13.37, Subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a bid or proposal.

**All responders must select one of the following boxes:**

- ☐ My bid/proposal **does not** contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minnesota Stat. §13.591.
- ☐ My bid/proposal **does** contain trade secret information because it contains data that:
  1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
  2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
  3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

**Complete only if trade secret status is asserted:**

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

- ☐ I have clearly marked any data I claim to be "trade secret information" **AND** I am attaching an explanation justifying the trade secret designation.

**Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.**

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.



**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION**

**AFFIDAVIT OF NONCOLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been developed by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the RFP, designed to limit fair or open competition;
3. That the contents of the response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the Statements in this affidavit are true and accurate.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION**

**SERVICE AND DELIVERY**

Service and delivery are important requirements for all State contracts. The Contract Vendor will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisition Services, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

**SUBSEQUENT CONTRACT REVISIONS:** No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

**CONTACT PERSON FOR ORDERS:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**CONTACT PERSON TO EXPEDITE ORDERS** (if different from above):

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**ORDER ADDRESS:**

STREET/PO BOX: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**REMIT-TO ADDRESS:**

STREET/PO BOX: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_



**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION**

**CONTRACT SAVINGS AND USAGE REPORTS**

**SAVINGS REPORT.** Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

**Contract Prices Average:** \_\_\_\_ % Less than the price quoted to the general public (for reporting purposes only).

**USAGE REPORT, FREQUENCY** (after Contract award). The report on Contract usage must consist of the total dollars expended, broken down by State agencies and CPV members unless specified otherwise in the Special Terms and Conditions. Contract Vendors are required to report periodically as indicated below. **Failure to provide these reports may result in Contract cancellation.** The following reporting frequency is required, at a minimum:

- Annual
- Final report after the end of the Contract

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION**

**TAXPAYER IDENTIFICATION**

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270.66).

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Federal Employer ID Number or Social Security: \_\_\_\_\_

Minnesota State Tax ID Number: \_\_\_\_\_

Minnesota Vendor Registration Number: \_\_\_\_\_

If you are not registered as a vendor to the State, you may register online at  
[www.mmd.admin.State.mn.us/mn02000.htm](http://www.mmd.admin.State.mn.us/mn02000.htm).

(Note: If approved, you will receive your vendor number three business days  
after you register.)

Are you a sole proprietorship?    ☐ Yes    ☐ No

Are you an independent contractor?    ☐ Yes    ☐ No



## **GENERAL INSURANCE REQUIREMENTS**

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractors under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

### **CONTRACTOR REQUIREMENTS:**

Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of this Contract.

Contractor will provide the State of Minnesota with thirty (30) days advance written notice of cancellations, non-renewals or reduction in limits or coverage or other material change.

Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

Include legal defense fees in addition to its liability policy limits, with the exception of paragraph 4 below.

The Insurance Companies used must have an "AM Best" rating of A- (minus), Financial Size Category (FSC) VII or better, and be authorized to do business in the State of Minnesota.

### **NOTICE TO CONTRACTORS:**

The failure of the State of Minnesota to obtain Certificate of Insurance, for the policies required under this Contract or renewals thereof, shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to State's authorized agent upon written request.

### **NOTICE TO INSURER:**

The Contractor's insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

### **POLICY REQUIREMENTS**

1. Workers' Compensation Insurance:
  - A. Statutory Compensation Coverage
  - B. Coverage B – Employer's Liability with limits of not less than:
    - \$100,000 Bodily Injury by Disease per Employee
    - \$500,000 Bodily Injury by Disease Aggregate
    - \$100,000 Bodily Injury by Accident

The Contractor and its subcontractors, if any, must provide Workers' Compensation insurance for all employees, in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability.

Evidence of subcontractor insurance shall be filed with the Contractor.

2. Automobile Liability Insurance:
  - A. Minimum Limits of Liability:
    - \$1,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

- B. Coverages:
- ☒ Owned Automobile
  - ☒ Non-owned Automobile
  - ☒ Hired Automobile
  - ☒ Owner named as an Additional Insured

The Contractor and its subcontractors, if any, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

Evidence of subcontractor insurance shall be filed with the Contractor.

**3. General Liability Insurance:**

- A. Minimum Limits of Liability:
- \$1,000,000 - Per Occurrence
  - \$2,000,000 - Annual Aggregate
  - \$2,000,000 - Annual Aggregate applying to Products/Completed Operations

- B. Coverages
- ☒ Premises and Operations Bodily Injury and Property Damage
  - ☒ Personal & Advertising Injury
  - ☒ Blanket Contractual
  - ☒ Products and Completed Operations
  - ☒ Owner named as an Additional Insured

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by Contractor or Subcontractor or by anyone directly or indirectly employed under this Contract.

**4. Professional/Technical – Not applicable.**

This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent acts, errors, or omissions related to the Contractor's professional services required under the Contract.

If the policy is a claims-made form, it shall include the following language:

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and include an extended discovery provision of five (5) years following completion of the work.



## **SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS**

**PREFACE STATEMENT.** THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

**PURPOSE AND BACKGROUND.** The purpose of this Request for Proposal is to establish a Contract for Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach for the Minnesota Department of Commerce. This service must provide hearing- and speech-disabled individuals telecommunications access that is functionally equivalent to that which standard telephone service provides to a person without a hearing or speech disability.

**ESCALATION.** Prices shall be firm for the initial term of the Contract. After the initial term of the Contract, escalation may be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs.

Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

**FUNDING OUT CLAUSE.** Notwithstanding paragraph 8. CANCELLATION OF THE CONTRACT of the General Terms and Conditions, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or another funding source; if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, or if operations of the paying entity are being discontinued. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the cancellation. The State will not be assessed any penalty if the Contract is terminated in accordance with this section. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to cancel the Contract.

**PRICING OFFERED IN RESPONSE.** Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.

### **BID AND/OR PERFORMANCE SECURITY.**

#### **a. Bid Security Requirements.**

- (1). RFP response security in the amount of \$50,000.00 shall accompany the response. Security furnished with the response shall be either a certified check made payable to the State of Minnesota or a corporate surety bond from a surety company authorized to do business in the State. Bid security will be returned to all responders who do not receive an award within 10 days after the award is made.
- (2). If the responder fails to honor its response, the responder and its surety may be held liable to the State for damages directly or indirectly incurred as a result of such failure or liquidated damages when provided for in the RFP.

#### **b. Performance Security Requirements.**

- (1). Within ten (10) working days after acceptance by the State, the successful responder shall furnish, on forms supplied by the State, a supply contract bond in the amount of \$1,000,000.00. This bond will be attached to and become a part of the Contract. Any certified check submitted as bid security will be returned upon receipt of the supply contract bond.
- (2). Each responder must include with its response a letter from the bonding company guaranteeing that the necessary bonding forms referred to in this RFP will be completed and returned to the State's AMS within ten (10) working days of receipt of the bonding forms. Failure to either submit the letter or comply with the ten (10) working-day requirement may result in rejection of the response.

**FOREIGN OUTSOURCING OF SERVICE CONTRACTS.** Responders to this solicitation are required to complete the Location Of Service Disclosure and Certification which is attached. This form must be signed and returned with your response.

**Note:** For procurements exceeding \$477,000, member countries of the World Trade Organization's Government Procurement Agreement must be treated on the same basis as U.S. companies under the terms of the treaty.

RESPONDER	WORK LOCATION	POINTS DISTRIBUTED
WTO COUNTRY COMPANY	UNITED STATES	FULL POINTS
WTO COUNTRY COMPANY	OWN BORDERS	FULL POINTS
WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, WTO	FULL POINTS
WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, NON-WTO	PARTIAL POINTS*
<hr/>		
NON-WTO COUNTRY COMPANY	UNITED STATES	FULL POINTS
NON-WTO COUNTRY COMPANY	OWN BORDERS	NO POINTS
NON-WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, WTO	PARTIAL POINTS*
NON-WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, NON-WTO	NO POINTS

**If a proposal contains a mixture of domestic and non-WTO off-shored services, points will be awarded based on the percentage of work to be performed that is eligible for points.**

**WTO'S GOVERNMENT PROCUREMENT AGREEMENT MEMBERS:**

Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong China, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands with respect to Aruba, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States.

**ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.** Responders may download the **technical specifications** of the Request for Proposal in " Word" format from the following link:

<http://www.mmd.admin.State.mn.us/doc/FinalRFP2005-2011.doc>

In order to download the file, enter the link's file path and name in your browser. When the file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk.

The "Save As" feature does not work from the link - you need to type the file name within your browser and open the document to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.



## EVALUATION

**AWARD.** The award will be made to the financially responsible and technically responsive vendor whose response conforms to all conditions and requirements of the RFP, and which is most advantageous to the State, with price and other factors considered.

Except at the invitation of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

**PHASES.** The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalist(s)

Phase IV - Sign contract(s).

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response.

During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request that a responder provide explicit written clarification to any part of its response.

**Phase I - Review and Select Responsive, Compliant Responses.** The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation.

Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Statutes §13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

**Phase II - Evaluate Responses.** Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

### **Responses will be rated as follows:**

Administrative Provisions	70 Points
Proposal Requirements	15 Points
Technical Requirements	505 Points
Operational Requirements	810 Points
Outreach Requirements	200 Points
Cost Component	800 Points
<u>Foreign Outsourcing</u>	<u>100 Points</u>
<b>TOTAL</b>	<b>2500 Points</b>

**Phase III - Select Finalist(s).** Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The State reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final offer, and/or negotiations.

First consideration will be given to the responder with the highest total points in the criteria listed in this RFP. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration.

The final award decision will be made by the commissioner of Administration or designate. The commissioner may accept or reject the recommendation of the evaluation team.

**Phase IV - Sign Contract with Awarded Vendor.**



**STATE OF MINNESOTA**  
**LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**

**LOCATION OF SERVICE DISCLOSURE**

- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another State or States within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another State or States within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of:
- (1) the identity of the company and its location (identify if subcontractor) performing services outside the United States;
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (2) the location where services under the Contract will be performed; and \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Attachment enclosed at (State where): \_\_\_\_\_

**CERTIFICATION**

By signing this Statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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## 1.0 DEFINITIONS AND ACRONYMS

**2-Line Captioned Telephone VCO:** Similar to captioned telephone VCO service. With 2-line captioned telephone VCO service the conversation is carried on one telephone line and the captions are provided on a second line. Additional functions of 2-line captioned telephone VCO service include:

- Provides captioned telephone users the ability to caption any phone call – incoming or outgoing – at any point in the conversation.
- Supports enhancements that users have purchased from their telephone service, such as call-waiting.
- Allows the user to receive captions on all incoming calls, as callers can dial user directly instead of placing the call through the captioning service.
- Allows the availability of captioning for every type of call, including emergency calls and calls through relay.
- Allows others to pick up an extension line and share the call without interrupting captions.

**2-Line Voice Carry Over:** The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via relay and to be able to receive responses typed in text by the CA. This capability is particularly effective for deaf and hard-of-hearing customers who are able to voice for themselves. For deaf and hard of hearing customers who are able to hear to some degree, this capability allows them to hear directly what is being said by the standard voice user while still receiving those responses in text.

Two separate telephone lines are needed to use this feature. One of those two lines must have three-way calling service enabled by the local telephone company. It is this line that enables the deaf/ hard-of-hearing customer, standard phone user, and CA to be connected together (conferenced together). On this line, the CA listens to the conversation only and types what the standard phone user voices. The typing that is performed by the CA is done on the other telephone line that is connected to the text device being used by the deaf/ hard-of-hearing customer (e.g. TTY, computer). 2-Line VCO users must be able to initiate or receive a 2-Line VCO call.

**711:** The abbreviated dialing code for accessing all types of relay services anywhere in the United States.

**Abandoned call:** A call that has been placed to the relay center, but which is terminated by the person originating the call before it is answered by a CA.

**American Sign Language (ASL):** A visual language based on hand shape, position, movement, and orientation of the hands in relation to each other and the body.

**AMS:** Acquisition Management Specialist

**ASL Gloss:** When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced verbatim. Only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.

**ASL Interpretation/Translation:** Voice ASL gloss into spoken English or type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.

**Automatic Number Identification (ANI):** Telephone number associated with the access line from which a call originates.

**ASCII:** An acronym for American Standard Code for Information Interchange which employs an eight bit code and can operate at any standard transmission baud rate including 300, 1200, 2400, and higher.

**Average Speed of Answer (ASA):** Measurement of ASA shall begin when the provider's switching system (Automatic Call Distribution or other system) accepts the call from a local service provider and the call is delivered to the TRS center. The TRS center shall accept all calls immediately when offered by the local service provider (without delay) or shall return a busy signal. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live CA ready to relay the call; not placed in queue, placed on hold, or given ringback or other treatment, or answered by a live CA or other party that is not prepared to relay the call (such as if 711 calls would be first answered by a live agent solely to determine the call type before transferring the call to a CA who will then relay the call). Abandoned calls are included in the calculation of ASA.

**Basic Relay Service:** Relay services including TTY, VCO, HCO, Spanish and STS. Basic relay service does not include captioned telephone VCO service, Video Relay Service, Internet Protocol Relay, and other "enhanced" forms of TRS.

**Baudot:** A seven bit code, only five of which are information bits. Baudot is used by some text telephones to communicate with each other at a 45.5 baud rate.

**Best Value:** "Best value" describes a result intended in the acquisition of all goods and services. Price must be one of the evaluation criteria when acquiring goods and services. Other evaluation criteria may include, but are not limited to, environmental considerations, quality, and vendor performance (Minn. Stat. § 16C.02, Subd. 4).

**Blocked Call:** Any call that arrived at the provider's switch but was not answered, including the customer receiving a busy signal or any call with a continuous ring and/or in queue (or any other form of holding a call that has reached the provider's network) in excess of 90 seconds, while waiting for a CA to be connected to the call and begin to interact with the calling party.

**Billable Minutes of Service:** The time that will be billed to the State.

Session/conversation minutes shall be calculated and reported to the nearest second (i.e. 4 minutes, 44 seconds or 4:44) or to the hundredth decimal place of a minute (i.e. 4.73 minutes) for every call. Reporting in minutes and seconds is preferable to minutes and decimals. All billable minutes of service for the month are to be added together for the total billable minutes (total may be rounded to the nearest minute).

Relay costs eligible for reimbursement through the TRS Interstate Fund shall be invoiced to the FCC designated TRS Interstate Fund administrator.

**Call Release:** A TRS feature that allows the CA to sign-off or be "released" from the telephone line after the CA has set up a telephone call between the originating TTY caller and a called TTY party, such as when a TTY user must go through a TRS facility to contact another TTY user because the called TTY party can only be reached through a voice-only interface, such as a switchboard.

**Call Set-up:** The time period beginning when the CA connects to an inbound relay call until the CA begins to relay the call.

**Call Wrap-up:** The time beginning when one party disconnects until the time both parties are disconnected.



**Called Party:** The outbound leg of a relay call. The person being called by the inbound leg or calling party.

**Calling Party:** The inbound leg of a relay call. The person placing the outbound call to the called party.

**Captioned Telephone VCO Service:** An enhanced form of voice carry over service. Captioned telephone VCO service uses a telephone that looks similar to a traditional telephone but also has a text display that allows the user, on one standard telephone line, to both listen to the other party speak and simultaneously read captions of what the other party is saying. The user can both listen to what is said over the telephone and read captions for clarification. A CA using specially developed voice recognition technology generates the captions.

To use this service, the captioned telephone user dials the number he or she wishes to call. The user is automatically connected to a captioned telephone CA at the TRS facility. The specialized TRS facility equipment, in turn, automatically connects the captioned telephone user's line to a second outgoing line from the TRS facility to the called party. The captioned telephone user does not need to dial an 800 number or 711 to reach the TRS facility and set up the call, nor is there any interaction with the CA (by either party to the call). The CA, instead of typing what the called party says, repeats or re-voices what the called party says and voice recognition technology automatically transcribes it from the CA's voice into text, which is then transmitted directly to the user. The use of voice recognition technology allows the captions to appear on the captioned telephone nearly simultaneously with the called party's spoken words. Throughout the call the CA is completely transparent.

Calls may be placed to captioned telephone users via a toll free access number. The caller is prompted by a recording to enter the number he or she wishes to call and the call is automatically processed. There is no CA interaction with the calling party for call set-up or at any time during the call.

**Communications Assistant (CA):** A person who transliterates or interprets conversation between two or more end users of TRS. CA supersedes the term "TDD operator."

**Contract:** Any written instrument or electronic document containing the elements of offer, acceptance, and consideration to which an agency is a party, including amendment to or extension of a Contract (Minn. Stat. § 16C.02, Subd. 4).

**Contractor/Contract Vendor:** A person, firm or corporation under Contract with the State for the provision of Telecommunications Relay Services. In this solicitation and resulting Contract, the term "Contractor/Contract vendor" is interchangeable with the term "provider".

**Conversation Minute:** Time when the CA is on the line with both the calling party and the called party (or an answering machine, voice mail, or voice menu at the called party's number) and is ready to begin processing the call, until either the inbound or outbound caller disconnects the call. A conversation minute does not include time in queue (call is ringing, waiting for a live answer), set-up of the inbound call by the provider, set-up of the outbound call by the provider, call wrap-up, time spent explaining relay or relay procedures, or calls that reach numbers that are busy or receive no answer or receive intercept messages for the called number.

Conversation minutes shall be calculated and reported to the nearest second (i.e. 4 minutes, 44 seconds or 4:44) or to the hundredth decimal place of a minute (i.e. 4.73 minutes) for every call. Reporting in minutes and seconds is preferable to minutes and decimals.

**DOC:** Minnesota Department of Commerce.

**FCC:** Federal Communications Commission.

**Fiscal Year (FY):** The Department of Commerce's fiscal year runs from July 1 through June 30.

**Fluent:** Ability to write and speak (sign) easily, smoothly and expressively.

**Functionally Equivalent Products, Features, and Services:** The functionality of accessing a product, feature or service via relay will not require any additional steps preceding, during, or proceeding the use of the product or service than would be required on a direct call from the same number.

**Functionally Equivalent TRS:** Performance in a TRS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS for effective telecommunications. Functionally equivalent communications must ensure efficient telephone calls that include equal: cost to consumers, call blockages no different than experienced by voice-to-voice non TRS callers, allowing choice of carriers for all types of long distance and toll calls, real-time communications in transmission and reception of text and speech, using advanced and efficient technology, as it becomes technically feasible.

**Functionally Similar:** A process similar to, but not exactly the same, as the original process that is being manipulated. In the case of a functionally similar product, the similarities and differences are to be described in detail.

**Hearing Carry Over (HCO):** A form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation. Two-line HCO is an HCO service that allows TRS users to use one telephone line for hearing and the other for sending TTY messages. HCO-to-TTY allows a relay conversation to take place between an HCO user and a TTY user. HCO-to-HCO allows a relay conversation to take place between two HCO users.

**Inbound Call:** The call placed by the party initiating the call (calling party) into the relay center.

**LEC:** Local Exchange Carrier.

**Local Service Provider:** An incumbent local exchange carrier or a competitive local exchange carrier that provides local service to end-use customers.

**Liquidated Damages:** A specific sum of money, agreed to as part of a Contract, to be paid by one party to the other in the event of a breach of Contract in lieu of actual damages, unless otherwise provided by law (Minn. Rules Chapter 1230, Subp. 12).

**Material Variance or Material Deviation:** A variance in a response from specifications or conditions that allows a responder a substantial advantage or benefit not enjoyed by all other responders or gives the State something significantly different from what the State requested in the solicitation document (Minn. Rules Chapter 1230.0150, Subp. 15).

**Materials Management Division (MMD):** Minnesota Department of Administration's Materials Management Division.

**Minnesota Relay Call:** An inbound relay call placed by accessing any of the Minnesota Relay toll free numbers, that also originates from or terminates to a Minnesota end user, regardless of the relay center that actually processes the call.

**Non-English Language Relay Service:** A telecommunications relay service that allows persons with hearing or speech disabilities who use languages other than English to communicate with voice telephone users in a shared language other than English, through a CA who is fluent in that language.



**NPA/NXX:** The first six digits of a North American telephone number; the area code and prefix.

**Outbound call:** The call placed from the relay center to the party being called (called party) by the inbound caller.

**P.01:** P.01 is the grade of service reflecting the probability that one call out of one hundred will be blocked.

**Proposal:** An executed document submitted by a vendor in response to a Request for Proposals (Minn. Rules Chapter 1230, Subp. 18a).

**Provider:** see "Contractor/Contract Vendor".

**Public Safety Answering Point (PSAP):** A facility that has been designated to receive 911 calls and route them to emergency services personnel as provided in 47 C.F.R. 64.3000(c).

**PUC:** Minnesota Public Utilities Commission.

**Request for Proposals (RFP):** The entire contents of this solicitation document, which is titled as Telecommunications Relay Service – T-597 and any addenda thereto.

**Responder:** Organization/individual submitting a proposal in response to this RFP.

**Session Minute:** The total elapsed time between when the CA connects to an inbound Minnesota Relay call until the CA is disconnected from both the inbound and outbound party. This definition includes incomplete calls (busy, no answer, or wrong number) that do not reach the intended called party, and includes the set-up and wrap-up time of the call.

Session minutes shall be calculated and reported to the nearest second (i.e. 4 minutes, 44 seconds or 4:44) or to the hundredth decimal place of a minute (i.e. 4.73 minutes) for every call. Reporting in minutes and seconds is preferable to minutes and decimals.

**Shall/Must:** Indicates a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as non-responsive.

**Should/May:** Indicates something that is recommended or permissible but not mandatory. If the responder fails to provide recommended information, the State may, at its sole option, ask the responder to provide the information or evaluate the proposal without the information.

**Signaling System 7 (SS7):** An out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel itself and put on a separate data network. Also known as Common Channel Signaling No. 7 (CCS7).

**Speech-to-Speech Relay Service (STS):** A telecommunications relay service that allows individuals with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.

**Standard Phone:** Telecommunications device used in standard voice to voice calls that do not require additional equipment or accommodation.

**State:** The State of Minnesota and/or Minnesota Department of Commerce.

**Subcontractor:** Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties that provide support or incidental services to the contractor.

**Successful responder:** Organization/individual awarded the Contract in response to this RFP.

**Telecommunications Access Minnesota (TAM):** The unit within the Department of Commerce that is responsible for the administration of the Minnesota Relay.

**Telecommunications Relay Services (TRS):** Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device, speech-to-speech services, video relay services and non- English relay services. TRS supersedes the terms "dual party relay system," "message relay services," and "TDD Relay."

**Text Telephone (TTY):** A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system. TTY supersedes the term "TDD" or "telecommunications device for the deaf," and TT.

**Three-way Calling Feature:** A TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.

**Voice Carry Over (VCO):** A form of TRS where the person with the hearing disability is able to speak directly to the other end user. The CA types the response back to the person with the hearing disability. The CA does not voice the conversation. Two-line VCO is a VCO service that allows TRS users to use one telephone line for voicing and the other for receiving TTY messages. A VCO-to-TTY TRS call allows a relay conversation to take place between a VCO user and a TTY user. VCO-to-VCO allows a relay conversation to take place between two VCO users.

**Will:** Expected or required.



## **2.0 ADMINISTRATIVE PROVISIONS**

### **2.1 Purpose**

The Department of Administration, Materials Management Division in conjunction with the Minnesota Department of Commerce is issuing this Request for Proposals (RFP) to solicit proposals from qualified service providers for the provision of statewide, state-of-the-art, Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach, pursuant to Title IV of the Americans with Disabilities Act, FCC 47 C.F.R. § 64.601 - 64.605, and Minnesota Statute § 237.50 – 237.56.

### **2.2 Minnesota Regulations**

The laws of Minnesota Statutes Chapters 16B and 16C, and Minnesota Rules 1230.0100 through 1230.4300 apply to this Request for Proposals.

The laws of Minnesota Statute, Sections 237.50 through 237.56 apply to Telecommunications Access Minnesota.

### **2.3 Minnesota Relay's Minutes of Usage**

Total TRS (excluding captioned telephone VCO) **session** minutes of service from July 2004 to June 2005 were approximately 3,775,821.

Total TRS (excluding captioned telephone VCO) **conversation** minutes of service from July 2004 to June 2005 were approximately 2,783,415.

Total captioned telephone VCO **session** minutes of service from July 2004 to June 2005 were approximately 452,463.

Total captioned telephone VCO **conversation** minutes of service from July 2004 to June 2005 were approximately 381,321.

### **2.4 Site Visits**

Responders may be asked to make their facilities available for site inspections by the State.

### **2.5 Release of Claims**

By submitting a proposal, the responder agrees that it will not bring any claim or cause of action against the State based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the responder with pertinent information as intended by this RFP.

### **2.6 Financial Information**

**Dun & Bradstreet Comprehensive Report:** The responder shall provide the responder's Dun & Bradstreet Comprehensive Report, which is obtainable via the Internet at <http://express.dnbsearch.com>. The responder shall stipulate herein that the Comprehensive Report included in the responder's proposal is the correct corresponding report for the entity providing services through this RFP. The State reserves the right to require additional financial information of the responder and to investigate the responder's financial background, if the State believes that the requested information and/or the investigation would provide greater insight into the responder's viability and capability to deliver the requested service(s).

## 2.7 General Background Information

The responder shall provide the following background information:

1. Type of business entity (e.g., corporation, LLC, sole proprietorship), and state or jurisdiction in which this entity is domiciled.
2. Assumed names (d/b/a) or other operating names of the responder.
3. Local office address and telephone number (if any).
4. The successful responder will be required to register to do business in Minnesota. If already registered with the Minnesota Secretary of State, provide responder's filing number, original date of filing, and the name and address of the registered agent.

## 2.8 Experience and References

### A. Responder Information

For each State in which the responder is providing TRS and/or TRS outreach, the responder shall indicate:

1. When the responder began providing the service.
2. Types of services provided (i.e. traditional relay, STS, Spanish relay, captioned telephone VCO, outreach).
3. The number of inbound calls for the most recent month.
4. The total duration of the contract.

The responder should provide the names of three (3) references, including specific contact name, title, address and phone number, to whom the responder has contracted with for the provision of TRS, TRS outreach or a similar service.

### B. Subcontractor Information

If the responder proposes to use subcontractors, the responder shall identify those subcontractors and indicate the scope of their role in the provision of relay services and/or outreach services. The responder shall also indicate what experience the subcontractor has in providing the service for which it would contract with the responder. The successful responder will be **fully** responsible to the State for the performance of any service performed by a subcontractor, as if the successful responder is performing the service themselves.

## 2.9 Personnel

The responder must provide resumes for all key personnel, **including all key subcontractor personnel**, who will be involved in providing the services contemplated by this RFP. Each resume must include the person's full name, title, position description, education, years of experience, and employment history, particularly as it relates to the scope of services in the RFP.

## 3.0 PROPOSAL REQUIREMENTS

### 3.1 Proposal Format

These instructions prescribe the format and content of the proposal. They are designed to facilitate a uniform review process. **Failure to adhere to the proposal format may result in the disqualification of the proposal.**



1. Responders must submit one unbound original proposal marked "MASTER" and seven (7) bound copies of each proposal (both technical and cost proposals). If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER", the State may reject the proposal. However, the State may, at its sole option, select one copy to be used as the master.
2. Proposals must be typewritten or computer generated in no less than 12-point font, on standard 8 1/2 X 11 inch paper (larger paper is permissible for charts, spreadsheet, etc.). Changes must be lined out and initialed.
3. Proposals must begin with a table of contents. Supporting text in the proposal shall be numbered identically to the RFP section number to which the text is responsive, and should have divider tabs for each section.
4. Incomplete, incorrect, or misleading answers are unacceptable and may be considered unresponsive.
5. If attachments are used, they should be numbered identically to the RFP section number to which the attachment is responsive. Attachments must be referenced in the proposal.
6. If a proposal response does not clearly define specifically where information is given, the proposal may be considered non-responsive for each such question.
7. Each page of the entire proposal should be numbered with no repetition of page numbers in the entire proposal. Page numbering should be done in Arabic numerals with no pages numbered with other characters such as ii, 4-a, VIII, or similar numbering systems.
8. The proposal shall be divided into two parts: the technical proposal and the cost proposal. **The technical proposal must not include cost proposal information.** The technical proposal and the cost proposal shall be sealed in separate mailing envelopes or packages with the following information plainly showing on the outside of each envelope/package:  
  
Technical (or Cost) Proposal  
Request for Proposals for Minnesota Telecommunications Relay Services  
Minnesota Department of Administration  
Responder's Name:  
Responder's Address:
9. If multiple envelopes/packages for each proposal are used, they shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.
10. The State will not consider the prices submitted by the responder to be proprietary or trade secret materials.
11. Responders utilizing an electronic copy of the RFP in order to prepare their proposals should place their written response in *an easily distinguishable font* immediately following the applicable question.
12. The cost proposal must be submitted in a separate, sealed envelope and must address all items outlined in Section 3.3 of this RFP.

13. Prices quoted must be for the requirements and their components as proposed in the response to the RFP. Should the proposal be selected, the responder shall be expected to provide the services stated in the proposal at the prices quoted.
14. The responder shall bear the burden of any errors made in pricing the services (e.g., omitting a component of the services).
15. Should the responder have failed to either include in the price or deliver to the State any component necessary to perform the services as proposed in the RFP, the responder shall be required to provide the component at the responder's own expense.

### **3.2 Technical Proposal Contents**

The following documents and responses shall be included in the technical proposal in the order given below.

- A. Bid Security **(to be included with the "Master" proposal)**
- B. Page 1 of the RFP shall be completed and signed **(to be included with "Master" proposal)**
- C. Transmittal Letter. A transmittal letter prepared on the responder's business stationary must accompany each copy of the proposal. An individual authorized to bind the responder to all statements, including services and prices, contained within the proposal must manually sign the letter accompanying the "Master" proposal (this should be the same individual who signed the Request for Proposals signature page referenced in item B above). The transmittal letter should include the following:
  1. **No cost information shall be discussed in the letter.**
  2. Certification that the contents of the proposal are true and accurate.
  3. A statement that upon reaching an agreement with the State concerning any exceptions the responder may have included in the proposal, the responder will execute a binding Contract.
  4. The responder shall identify a person or persons, including address, e-mail address, telephone number, and fax number, to whom all further correspondence or questions should be addressed. If more than one person is identified, the responder shall identify which person should be contacted regarding contractual, technical, scheduling or other questions.
  5. The name, address and telephone number of the person authorized to respond to the State about the trade secret nature of the information.
- D. Affirmative Action Certification. The form included on page 14 of the RFP shall be used.
- E. Trade Secret Information Form. The form included on page 15 the RFP shall be used.
- F. Responder's Request for Designation of Trade Secret Material Form. The form included in Attachment 1 of the RFP shall be used.
- G. Affidavit of Noncollusion. The form included on page 16 of the RFP shall be used.



- H. Service and Delivery Form. The form included on page 17 of the RFP shall be used.
- I. Contract Savings and Usage Reports. The form included on page 18 of the RFP shall be used.
- J. Taxpayer Identification Form. The form included on page 19 of the RFP shall be used.
- K. Location of Service Disclosure and Certification. The form included on page 26 the RFP shall be used.
- L. Technical Proposal Cover Page. The form included in Attachment 2 of the RFP shall be used.
- M. Table of Contents.
- N. Executive Summary. The responder shall prepare an executive summary and overview of the services it is offering. The executive summary shall include statements that demonstrate the responder understands and agrees with the terms and conditions of the RFP and the proposed Contract and an overview of the responder's plan for the provision of relay and outreach services.
- O. Technical, Operational and Outreach Requirements. The responder shall address each Technical, Operational, and Outreach requirement in Sections 5.0 -7.0 of the RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the responder. Proposals must identify any deviations from the requirements of the RFP or requirements the responder cannot satisfy, and they must be listed on the Responder's Exceptions to the RFP (Attachment 3).  
  
Any deviations from the requirements of the RFP or any requirement of the RFP that the responder cannot satisfy may disqualify the responder. See Section 8.3 of the RFP.
- P. Responder's Exceptions to the RFP. Note Section 8.3 of the RFP. If the responder includes exceptions in its proposal, the form in Attachment 3 must be used.
- Q. Financial Information. Note Section 2.6 of the RFP.
- R. General Background Information. Note Section 2.7 of the RFP.
- S. Experience and References. Note Section 2.8 of the RFP.
- T. Subcontractors Information. Note Section 2.8(B) of the RFP.
- U. Personnel. Note Section 2.9 of the RFP.

### **3.3 Cost Proposal Contents**

For the purpose of completing the cost proposal, the State **does not** make regular payments based upon the passage of time; it only pays for services performed or work delivered **after** it is accomplished.

The following documents and responses shall be included in the cost proposal in the order given below:

- A. Cost Proposal Cover Page. The form in Attachment 4 must be used.
- B. Cost Proposal. **The form in Attachment 5 must be used. Do NOT include pricing in the technical proposal.**

The responder should state, separately, pricing for the services listed below. The responder shall include any necessary explanations of the price quoted. Session minutes of service, conversation minutes of service and billable minutes of service are defined in Section 1.0.

The State will not pay one-time costs at the time of installation; all such non-recurring costs are to be included in the price-per-minute.

1. Basic Relay Service: price-per-minute of service for **session** minutes.
2. Basic Relay Service: price-per-minute of service for **conversation** minutes.
3. Captioned Telephone VCO Service: price-per-minute of service for **session** minutes.
4. Captioned Telephone VCO Service: price-per-minute of service for **conversation** minutes.
5. Price for Outreach Services (see Section 7.0) based on a **fixed price** per Contract year.
6. Price-per-minute of service for Basic Relay Service and Outreach Services based on **session** minutes.
7. Price-per-minute of service for Basic Relay Service and Outreach Services based on **conversation** minutes.
8. Other services/service enhancements not described in RFP (see Section 6.14).

#### **4.0 SERVICE STANDARDS**

##### **4.1 Scope of Service**

The awarded Contract Vendor shall provide services that are in full compliance with the requirements and intent of Title IV of the Americans with Disabilities Act of 1990, 47 U.S.C. § 225, and Federal Communications Commission (FCC) regulations at 47 C.F.R. §§ 64.601 through 64.605 (at the time of proposal and subsequent to it), which are hereby incorporated by reference as mandatory standards required in the context of this RFP and resulting awarded Contract, whether or not said standards are specifically mentioned, named, or referred to in this RFP. Where there is a difference between a FCC TRS standard and the standard of a requirement in this RFP, the stricter standard of the two shall prevail relative only to that portion of the standard that differs, except that notwithstanding any stricter standard in this RFP, the standard shall not conflict with federal law.

Should new or increased TRS standards be mandated during the Contract term, the awarded Contract Vendor will notify the State at least 90 days in advance of implementation. Formal PUC approval of proposed cost increases may be necessary. For the balance of the Contract term (optional years included), the Contract Vendor will bill the State only for the Contract Vendor's incremental costs to implement the new standards.



The Contract Vendor will demonstrate how the costs charged to Minnesota compare to those charged to other states under Contract with the Contract Vendor, and will disclose any increased costs being passed on to the Contract Vendor by their subcontractors.

The Telecommunications Relay Services must be responsive to consumer needs and service demands and modifiable for the implementation of technological advancements as they become available.

The Telecommunications Relay Services must provide hearing-and speech-disabled individuals telecommunications access that is functionally equivalent to that which standard telephone service provides to a person without a hearing or speech disability. The service is called "Minnesota Relay", and shall be available to Minnesotans on a full-time basis, 24 hours per day, 7 days per week, 365 days per year. The awarded Contract Vendor shall provide a comprehensive statewide outreach program to educate all Minnesotans about, and promote, Minnesota Relay services.

In accordance with Minnesota Statute § 237.54, Subd. 2(b), the Contract Vendor shall operate the Minnesota Relay within the State of Minnesota. The State will allow the Contract Vendor to process Spanish, Speech-to-Speech and captioned telephone VCO relay calls from centers located outside of the State of Minnesota.

**Each proposal shall include a comprehensive description of how the responder proposes to provide relay & outreach services that meet each requirement. If the description varies for different forms of relay services (i.e. traditional relay, STS, Spanish, captioned telephone VCO), the responder shall state how it will meet the requirement(s) for the different forms of relay services.**

#### **4.2 Compliance with RFP Specifications**

The Contract Vendor must establish and operate the Telecommunications Relay Services in compliance with specifications outlined in this RFP. The establishment of this service must include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of Minnesota Relay services.

### **5.0 TECHNICAL REQUIREMENTS**

#### **5.1 Primary Location**

Minnesota Stat. § 237.54, Subd. 2(b) requires the TRS provider to operate the relay service within the State of Minnesota. The State will allow the Contract Vendor to process Spanish, Speech-to-Speech and captioned telephone VCO relay calls from centers located outside of the State of Minnesota.

Responders shall indicate which types of relay calls will be processed at the in-state center, and which call types (if any) will be processed outside of Minnesota. For any call type processed outside of Minnesota, please indicate the relay center location(s).

#### **5.2 Percent of Traffic Handled in Minnesota Center**

The successful responder shall indicate the percentage of Minnesota Relay traffic that will be handled at the Minnesota in-state center on a monthly basis.

#### **5.3 Announcement of Call Type and Explanation of Services**

The Contract Vendor must develop announcements for all explanations of service for each call type provided to Minnesota Relay users. All call announcements and explanations of service must be submitted to the State for review. The State reserves the right to modify call announcements and explanations of service at any time.

#### **5.4 Call Types Required**

The Contract Vendor is required to provide the following types of TRS calls, and shall be required to process the following call types in a manner that allows users of each call type to initiate or receive a call using their preferred call type mode. All dedicated lines for specific types must be answered first in that call type while having the ability to switch to any other call type when needed by the inbound caller:

1. **Text-to-Voice**
2. **Voice-to-Text**
3. **Voice Carryover (VCO)**
4. **2-Line VCO**
5. **VCO-to-TTY**
6. **VCO-to-VCO**
7. **Hearing Carryover (HCO)**
8. **2-Line HCO**
9. **HCO-to-TTY**
10. **HCO-to-HCO**
11. **VCO to HCO**
12. **Speech-to-Speech (STS)**

STS users must be able to communicate with any and all relay users to include but not be limited to, VCO, HCO, TTY, 2-Line VCO, other STS users, or standard phone users.

13. **Spanish Language Translation**

The Contract Vendor shall provide Spanish to Spanish language translation.

14. **Captioned Telephone VCO Service (CapTel™ or its functionally equivalent service)**

If an equivalent service is provided it must be compatible with the existing CapTel telephones currently in use by Minnesota Relay users.

15. **2-Line Captioned Telephone VCO Service (CapTel or its functionally equivalent service)**

#### **5.5 Facilities and Equipment**

The Contract Vendor must furnish all necessary facilities, equipment, and software to operate Minnesota Relay in a manner sufficient to meet or exceed all FCC and State standards and regulations.

The Contract Vendor must provide telecommunications equipment and service capable of:

1. Receiving and transmitting in both Baudot and ASCII codes.
2. Automatically identifying and matching the incoming TTY signals as either Baudot or ASCII and, if ASCII, the baud rate.
3. Receiving and processing ANI data (when available) for automated record keeping and billing.
4. Sending and receiving Dual Tone/Multi-Frequency (DTMF) signals.

In addition, the Contract Vendor must provide the service feature known as "Turbo Code," or a functional equivalent, to users with the capability of using that feature.

#### **5.6 Service Expansion**

The responder shall demonstrate the capability of expanding services in response to increasing demand.



The responder shall develop and illustrate in its proposal a detailed plan of how this expansion will be accomplished while still meeting all traffic and operational standards for service. The plan shall include, but not be limited to, trunking capacity, CA workstations, personnel staffing, and equipment capacity. The plan shall also indicate the time lag required to meet any increased call volume for any service expansion. Furthermore, the service delivery procedures shall permit the most cost-effective use of available resources.

#### **5.7 New Technology**

The Contract Vendor shall periodically advise the State concerning new technology and information regarding relay services. The Contract Vendor must be willing and able, upon a State-initiated request, to implement new technologies efficiently and at an appropriate price.

The responder should describe the methodology and process it will use to keep abreast of improvements in the provision of relay services, to inform the State that enhancements are available and at what price, and to provide the State the opportunity to purchase such enhancements to upgrade service.

Upon authorization to proceed, the Contract Vendor will prepare for the State a cost/benefit analysis of the enhancement(s) proposed including any depreciation methodology and schedules.

#### **5.8 Network Access**

The Contract Vendor shall design Minnesota Relay to provide users with network access in the categories listed below which are functionally equivalent to that available to persons without communications impairments. The minimum level of service must include 711 dialing capability, an 800 number for voice/TTY, and separate toll-free numbers for Speech-to-Speech (STS), Spanish, 900 pay-per-call access, VCO Direct, and the Minnesota Relay Consumer Relations Office. The existing state-owned, nationwide toll-free numbers listed below shall be used:

- 866-711-2526 (7-1-1)
- 800-627-3529 voice/TTY/ASCII
- 877-627-3848 Speech-to-Speech
- 877-627-5448 Spanish
- 900-246-3323 Pay-Per-Call Access
- 877-627-3024 VCO Direct
- 800-657-3775 Consumer Relations Office

The Contract Vendor shall provide toll-free telephone numbers for English and Spanish captioned telephone VCO calls.

The Contract Vendor shall provide a 24-hour, toll-free Customer Service number for English and Spanish languages.

#### **5.9 Transmission Circuits**

All transmission circuits shall meet or exceed FCC and industry standards for signal loss and line noise.

#### **5.10 Intrastate Calling**

Intrastate calling shall be provided including:

- Local calls.
- IntraLATA toll calls.

- IntraLATA interstate calls within the same local calling area which, if the relay center were not used, would be considered local calls (whether they originate within the State or outside the State).
- InterLATA calls that originate and terminate in Minnesota.

#### **5.11 Interstate Calling**

Minnesota Relay Interstate calls must either originate or terminate in Minnesota. The methods and procedures for providing interstate relay are within the jurisdiction of the FCC.

#### **5.12 International Calling**

Minnesota Relay International calls must either originate or terminate in Minnesota.

#### **5.13 Use of ANI**

Automatic Number Identification (ANI) technology will be utilized so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange carrier (LEC). If the CA does not receive the ANI and must ask the customer for their phone number, the CA will explain to the inbound party the reason (s)he is asking for the phone number.

#### **5.14 True Caller ID and Enhanced Custom Calling Services**

The FCC has ordered that TRS providers are permitted to use Signaling System 7 (SS7) technology or any other type of similar technology to enhance the functional equivalency and quality of TRS.<sup>1</sup>

The Contract Vendor shall be capable of providing true Caller ID services. All forms of calling line identification information and blocking features shall be passed through with no relay intervention. With each outbound relay call placed by a CA, the inbound caller's telephone number (not the relay center's number) shall be automatically provided to the outbound relay called party for display on the called party's (phone or TTY) Caller ID display. The Minnesota Relay calling party's telephone number shall not be automatically passed on to the called party if the calling party has Caller ID blocking purchased from their local telephone company.<sup>2</sup>

Responders shall indicate the technology (SS7 or functionally equivalent) used to provide Caller ID. Responders shall indicate how the following enhanced services (purchased by users from their local telephone company) will function when a call is placed or received through Minnesota Relay:

1. Caller ID (including enhanced Caller ID services).
2. Anonymous Call Rejection (prevents calls from ringing into customer's home if the caller's line is blocked).
3. Call Block (block outgoing calls to long distance numbers, including pay-per-call and international numbers, operator assistance and directory assistance numbers).

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<sup>1</sup> 47 C.F.R § 64.604 (b)(5)

<sup>2</sup> *Note:* For this requirement to be fully functional the called party must also have purchased Caller ID services from their local telephone company or other functionally equivalent services, and must have a compatible display unit.



4. Caller ID Block (allows customer to block their name and telephone number from appearing on the Caller ID display of the number being called).
5. Call Rejection (allows customer to block all calls from telephone numbers on a "rejection list"; if someone calls from one of these numbers, a pre-recorded message indicates that the called party is not accepting calls at this time).
6. Last Call Return (allows customer to see the telephone number of their last incoming call).
7. Call Trace (permits the customer's local telephone company to trace the last call received by the customer, and hold the results for later use by an authorized law enforcement agency).
8. Preferred Call Forwarding (allows customer to create a list of telephone numbers that they want forwarded to a new telephone number. All other calls do not forward to the new number).
9. Priority Call (customer can program telephone numbers to ring distinctively).

#### **5.15 Wireless and Personal Communications Services (PCS) Phone Calls**

The Minnesota Relay must be capable of handling wireless and PCS phone calls. The Contract Vendor must maintain the procedure and methodology to determine the call types and document the amount of time necessary to determine call types. The Contract Vendor must be capable of billing the call appropriately.

#### **5.16 Access to Regionally Directed Toll-Free Numbers**

The Contract Vendor must ensure that Minnesota Relay users will be able to access regionally directed toll free numbers. These numbers would typically be accessible to the relay user in his or her calling area. Example: the AAA has a national toll free number. When a call arrives at the AAA call center, it is automatically rerouted to the correct state based on information in the ANI. If the relay center's ANI is transmitted, the call will be routed to the state where the relay center is located, which may not be the state where the relay user is located.

#### **5.17 Access to Regionally Restricted Toll Free Numbers**

The Contract Vendor must provide access to regionally restricted 800 or other toll-free prefix numbers, and calls to the business offices of local telephone companies which have special prefixes, all of which would normally be accessible to the relay user in his/her calling area. Responder's shall briefly describe how access to the regionally-restricted and special prefix numbers shall be accomplished.

#### **5.18 Access to 900 or Pay-Per-Call Numbers**

The Contract Vendor must provide access to 900 numbers, and any other pay-per-call numbers.

#### **5.19 Access to Coin Sent-Paid Calls**

The Contract Vendor shall allow Minnesota Relay users to make a call from a coin-operated public pay phone. Local calls will be provided at no cost to Minnesota Relay pay phone user.

Long distance and toll calls may be made by charging the call to a calling card, making a collect call, or billing the call to a third party.

If the caller is using a calling card, the CA shall inform the caller of the amount of minutes/units left on the card (if provided by the calling card company).

During the term of the Contract, if there are pre-paid calling cards that the Contract Vendor does not accept, a list of all restricted pre-paid cards shall be submitted to the State. The Contract Vendor must, at the request of the State, provide written justification for excluding a prepaid, debit, or other calling card that they include on their list of unacceptable cards. In the event that the Contract Vendor's explanation is not acceptable to the State, the Contract Vendor will be required to accept the card.

The Contract Vendor shall provide the State with a list of all accepted and not accepted calling cards on an annual basis.

**5.20 Access to Directory Assistance Services**

The Contract Vendor shall provide Minnesota Relay users with access to local and long distance directory assistance.

**5.21 Access to Audiotext, Interactive Voice Response Units & Answering Machines**

CAs must alert the relay user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. The Contract Vendor shall electronically capture recorded messages and retain them for the length of the call. The Contract Vendor may not impose any charges for additional calls that must be made by the relay user in order to complete calls involving recorded or interactive messages.

**5.22 Three-Way Calling Functionality**

Responders must state how three-way calling will be arranged for Minnesota Relay calls. As per the FCC, three-way calling is defined as a TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.

**5.23 Public Access to Information**

DOC-TAM periodically contacts all Minnesota telephone companies to remind them of their responsibility, as required by FCC 47 C.F.R. § 64.604(c)(3), to include Minnesota Relay access numbers and information in their telephone directories, periodic billing inserts and newsletters.

The Contract Vendor may publish, at their own expense, Minnesota Relay access numbers in local exchange company and other telephone directories in Minnesota. The numbers may be listed under "Minnesota Relay" and/or listed under the Contract Vendor's corporate name. All listings under "Minnesota Relay" shall be coordinated with the State. All listings under the provider's corporate listing shall include the term "Minnesota Relay".

**5.24 Customer Preference Database**

The Contract Vendor must establish and maintain a customer preference database of call setup and handling preferences for Minnesota Relay users. Permanent call type identification and any other information in the customer record shall be automatically synchronized in the successful responder's system ensuring that the customer will not be required to contact the provider more than once to give the same information.

In accordance with FCC 47 C.F.R. § 64.604 (c)(7) the Contract Vendor "shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor.



Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order."

Minnesota Relay users shall not be required to provide any data beyond their first name, last name, phone number and one other field (other than user password if required) in order for their customer preference registration to be considered valid.

Data entry (addition, change or delete) shall occur within 24 hours of receipt.

**A. Required Fields**

At a minimum, the Contract Vendor's customer preference database shall consist of the following multiple fields. The State may, from time to time, require the Contract Vendor to provide additional mandatory fields as deemed necessary by the State.

- User's primary telephone number including area code.
- User's first and last names.
- User's street address, city, state, and zip code.
- Preferred mode of communication (TTY, Voice, VCO, HCO, STS, ASCII and baud rate).
- Preferred Language (English, Spanish, ASL).
- Preferred long-distance carrier for intraLATA toll service.
- Preferred long-distance carrier for interLATA toll service.
- Preferred billing method.
- Preference for a female or male CA.
- Out-dial restrictions (long distance, international, operator and/or directory assistance, pay-per-call and/or 800 calls). The caller shall be able to override their assigned blocking on a per-inbound call basis by providing the CA with a password that matches the password provided in their customer preference registration.
- Frequently dialed numbers (a minimum of up to 10 numbers, arranged in alphabetical order of the name).
- Emergency numbers.
- Greeting (allows the relay user to customize how the CA announces the relay call to the called party).
- Customer notes.
- Password or access code.

**B. Request Modalities**

The Contract Vendor shall accept Minnesota Relay customer preference information via hand delivery, mail, fax, email and other electronic transmission, and in all modes of relay (voice, TTY, STS, etc.).

C. Confirmation of Customer Preference Data

When customer preference information is received via relay (either by the CA or a supervisor), by customer service, or by the Minnesota Relay Consumer Relations Office, the Contract Vendor shall ask if the caller would like to receive a confirmation copy of their customer preference record by mail, fax or email. When the user wants to receive the confirmation copy, the Contract Vendor shall confirm with the customer the customer's mailing address, fax number or email address as appropriate. Note that address, fax number or email address information might not be included in the customer's customer preference record, and any portion not included in the customer's record shall not be retained by the Contract Vendor after the confirmation copy is sent. The Contract Vendor shall send the confirmation copy within 24 hours of the request. Users shall also be able to request a copy of their customer preference record via mail at any time.

D. Customer Preference Data Confidentiality & Security

The contents of Minnesota Relay's customer preference database are of the highest sensitivity and confidentiality. Responders shall describe what security measures they will take to ensure the confidentiality of customer preference data, including any security verification measures to ensure that a user's customer preference information may only be acted upon (establish/changed/deleted) by that user or a person authorized in writing to make changes on the user's behalf.

**5.25 Branding**

The Contract Vendor **may not** develop "branding" or "probability profiles" or other customer preference records based solely on experience with Minnesota Relay users. Likewise, the Contract Vendor may not use call set-up or handling instructions given by the relay user at the start, during, or after a relayed call to develop a customer preference record unless specifically requested by the caller.

**5.26 Handling of 7-1-1/800-627-3529 Calls**

711 and 800-627-3529 calls shall first be answered by voice. If there is no response from the caller, then the call will next be answered in TTY mode. If there is no TTY response, then the call will next be answered in ASCII. If there is no ASCII response, then the call will again be answered by voice, continuing to TTY and ASCII before disconnecting for no caller response. The State reserves the right to change the order of answering or to add other Minnesota Relay services into the order.

If a Minnesota Relay user has indicated their preferred mode of communication via a customer preference record, and the user calls into the Minnesota Relay via the 7-1-1 or 800-627-3529 access numbers, the call shall be answered in the user's preferred relay modality.

**5.27 Carrier of Choice**

A. Access to Carrier of Choice

In accordance with the FCC's rule pertaining to equal access to interexchange carriers [FCC 47 C.F.R. § 64.604(b)(3)], "TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users."

Accordingly, Minnesota Relay users shall be granted access to their choice of interLATA (interstate and intrastate) and intraLATA carriers through the relay service to the same extent such access is provided to voice telephone users in Minnesota.



Minnesota Relay users shall be able to request their carrier of choice (COC) via information contained in their customer preference record and via a direct request to the CA. Direct requests to a CA shall override the COC information contained in the caller's preference record only for that singular request.

**B. Non-Participating Carriers**

When a Minnesota Relay user asks a CA for a carrier that is not a participating COC, the CA shall so inform the consumer. When a request for a COC that cannot be honored is made via a customer preference form (mail, email, fax, Web site, etc.) the successful responder shall endeavor to inform the consumer that the chosen carrier is not a COC participant, to the extent that the consumer has provided call back or appropriate contact information.

When a requested carrier is not a COC participant, the Contract Vendor shall notify the carrier, verbally and in writing, of its obligation to provide access to TRS users and encourage their participation in the COC program.

Responders shall describe their procedures for contacting and informing carriers of the steps required to allow their calls to be processed through Minnesota Relay.

Responders shall also describe their procedures for handling calls when the relay user has not designated a COC (either in the customer's preference record, or verbally at the time of the call).

**C. Reporting Carriers Contacted**

The Contract Vendor shall provide to the State, beginning at the time of award, a list of all carriers contacted, the status of the carrier's availability as a COC participant in Minnesota, and the carrier's point of contact.

The Contract Vendor shall report to the State all instances where a caller's outbound carrier of choice request was not allowed. List by name of carrier, indicating the number of outbound call requests denied to that carrier, sorted by frequency.

The Contract Vendor shall notify the State, on an ongoing basis, of any new COC participant in Minnesota, and of any carrier who refuses to comply with the COC requirement.

**5.28 User Billing**

**A. Charges for Services**

In accordance with FCC regulations, Minnesota Relay users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

For purpose of billing Minnesota Relay users, the Contract Vendor is encouraged to offer discounts off their tariffed rates. Effective rates shall not cause a caller to be billed for services at a rate greater than if the call was directly between the caller's number and the called party's number. Responders shall indicate their proposed discount plan for Minnesota Relay customers.

The Contract Vendor shall allow Minnesota Relay users to use calling and credit cards, to make person-to-person calls, collect calls, third party billing, and calls to and from hotel rooms. Responders shall indicate how these types of billings will be made available to Minnesota Relay users.

**B. Multiple Long Distance Calls**

The Contract Vendor shall allow multiple outbound calls to be placed using a calling card or credit card without having to supply the CA with the toll-free number, pin number, access number and other such information each time an outbound call is associated with the same inbound call.

**C. Billing of Originating Parties**

The Contract Vendor may bill the originating calling party for all completed outbound relay calls. Uncompleted calls (busy, no answer, and network intercepted calls) shall not be billed to the caller. Start time for customer billing of each relay call shall not begin before the calling party is actually connected to the called party or to an answering machine or recorded message of the called party and relay has begun. End time for customer billing of each relay call shall be when either the caller or the called party hangs up; whichever occurs first. Customer billing shall not include call setup or wrap up time of either the inbound or outbound call.

Minnesota Relay users will be billed for any call within 60 days of the calling date.

**D. Call Billing Record**

Responders must specify the system for identifying and documenting long distance calls for billing purposes. The record shall be functionally equivalent to that of non-relay users and shall contain, at a minimum, the following information:

- Call Date.
- Originating telephone number (NPA-NXX-line number).
- Terminating telephone number (NPA-NXX-line number).
- Start time (begins when the calling party is actually connected to the called party or to an answering machine or recorded message of the called party and relay has begun).
- End time (when either the called party or the calling party hangs up; whichever occurs first).
- Call duration for billing purpose.
- Telephone number, calling card or credit card number to be billed (NPA-NXX-line number).

The system must be automated as completely as possible. Hand-written billing tickets are not acceptable.

The responder must fully describe the billing system and billing process that will be used, including identification of any subcontractor(s), specific duties of the subcontractor(s), how the billing record detail will be transmitted to the billing agent(s) (if applicable), and how charges will appear on the end user's bill.

**E. Coin Sent-Paid Calls**

In accordance with FCC regulations, carriers must provide free TRS local (non-toll) calls from payphones. With regard to toll calls, the FCC requires carriers to allow the use of calling cards, and collect or third party billing for TRS calls from payphones. Responders shall indicate how they will rate and process coin-sent paid long distance calls made from payphones.

**5.29 Service Reliability**

The proposed relay service must be designed to meet or exceed the following reliability specifications.



A. Uninterruptible Power System

A backup power system is required that would supply power for at least eight hours. At a minimum, the uninterruptible power system (UPS) must support the switch system and its peripherals, switch room environmental (air conditioning, fire suppression system, emergency lights and system alarms), CA and supervisor consoles/terminals, CA and supervisor work site emergency lights, and Call Detail Record (CDR) recording.

B. Switching System

To ensure the required levels of service are met, the switching system shall be configured with a redundant central processing unit (CPU) on "hot stand-by" to ensure that no calls are dropped due to processor failure, on-line system monitoring, real time programming capabilities which will not take the system off line, capability to perform preventative maintenance without taking the system off line, and an inventory of spare critical components (to be defined by the responder) which are maintained on site.

C. Intercept Messages

Appropriate intercept messages shall be provided if a system failure occurs within the relay switch or network. Both voice and TTY messages shall be provided.

D. Alternate Facilities

The responder may propose to provide, in the case of a failure of any portion of Minnesota Relay, alternate circuits, equipment, staff, etc., in order to continue to provide relay service for Minnesota until suitable repairs or replacements can be made. The responder shall describe the parameters under which Minnesota Relay calls may be temporarily rerouted, whether such rerouting will be a manual or automatic operation, how long it will take, whether any calls may be dropped during rerouting, and what messages (if any) will be transmitted to users if alternate facilities are used. Full traffic reporting pursuant to Section 6.9(K) shall be maintained during any use of alternate facilities.

E. Disaster Recovery Plan

The Contract Vendor shall submit to the State a complete disaster recovery plan for detailing with all types of natural and man-made problems within 30 days of award for review and approval by the State. The plan shall also detail the levels of escalation that will be employed to deal with the problem and completely restore service.

Responders shall submit a summary of their anticipated disaster recovery plan with their proposal. The State may ask responders for additional detail if deemed necessary.

F. Notification of Disaster

The TAM administrator must be notified within 30 minutes if a major problem occurs. In addition, a written report must be given to the TAM administrator within three calendar days of resumption of operation. The written report must explain how and when the problem occurred, what was required to fix it, and the time and date when Minnesota Relay resumed full operation.

### 5.30 Traffic Standards

The goal of Minnesota Relay is to provide users access to the telecommunications network that is functionally equivalent to that of persons without communications impairments.

To achieve that end, the relay system must be monitored and managed carefully so it is always staffed and equipped to meet the following traffic standards. The Contract Vendor shall also commit to comply with the requirements in 47 C.F.R. § 64.604, any emerging FCC requirements for TRS traffic and operations, and any State requirements.

A. Usage

The Contract Vendor may not impose limits on the number of single or sequential calls or on the length of any calls made through Minnesota Relay.

B. Blockage Rate

The average daily blockage rate for Minnesota Relay calls shall be no greater than P.01. If a call rings or is in queue/hold in excess of 90 seconds, it is to be considered a blocked call.

The blockage rate shall be independently measured for each mode of relay over each 24-hour period beginning at 12:00 a.m. Central Standard Time, as listed below:

1. Voice calls
2. TTY calls, including HCO and VCO
3. ASCII calls
4. Speech-to-Speech calls
5. Captioned telephone VCO calls
6. Spanish language calls
7. Any other types of Minnesota Relay calls

The Contract Vendor shall separately report the average blockage rate for each day of the calendar month, by each mode of inbound call as specified above. The Contract Vendor must also report, for each calendar day, the average daily blockage rate for all Minnesota Relay calls combined. Totals shall not be averages of subtotals. Blockage rates of Minnesota Relay calls shall be reported showing the number of calls offered, the number of calls rejected (blocked), and the percent blocked.

C. Average Speed of Answer (ASA)

The Contract Vendor shall, except during network failure, answer 90% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold.

ASA shall be independently measured for each mode of relay over each 24-hour period beginning at 12:00 a.m., Central Standard Time, as listed below:

1. Voice calls
2. TTY calls, including HCO and VCO
3. ASCII calls
4. Speech-to-Speech calls
5. Captioned telephone VCO calls
6. Spanish language calls
7. Any other types of Minnesota Relay calls



Each relay mode's ASA shall be independently measured by an average of its actual answer times calculated as the sum of all of its individual call answer times divided by the number of its inbound calls; not by periodic sampling, nor by an average of averages.

Measurement of ASA shall begin when the provider's switching system (Automatic Call Distribution or other system) accepts the call from the LEC and the call is delivered by the public switched network to the TRS center.

The TRS center shall accept all calls immediately when offered by the LEC (without delay) or shall return a busy signal. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live CA ready to relay the call; not placed in queue, placed on hold, or given ringback or other treatment, or answered by a live CA or other party that is not prepared to relay the call (such as if 711 calls would be first answered by a live agent solely to determine the call type before transferring the call to a CA who will then relay the call).

**D. Calls Allowed in ASA Calculation**

If, for any reason, Minnesota Relay calls are transferred to another TRS center, only the call placed for Minnesota Relay may be used in the ASA calculation, not the daily Average Speed of Answer for the remote location handling the transferred calls.

Blocked and abandoned calls processed at remote locations are subject to the same requirements as in-state center calls. Abandoned calls shall be included in the ASA calculation.

**E. No Recorded Message or Answer Queue on Inbound Calls**

No Minnesota Relay call will be answered by a recorded message for voice or TTY, except as provided in Section 5.29(C). No Minnesota Relay call will be put on hold (except to be transferred to a supervisor) or in queue. Only continuous ringing or a busy signal shall be used.

## **6.0 OPERATIONAL REQUIREMENTS**

### **6.1 Providing Qualified Staff**

Each proposal shall include a plan to ensure that the responder is an equal opportunity employer. This includes the active recruitment and hiring of qualified people with disabilities, including individuals who are communications impaired, for all types of positions, including management. Although it is not required for initial hiring, it is strongly recommended that persons be recruited and hired who have a working knowledge of American Sign Language (ASL), relay service experience, and experience working within the communications impaired community. If a newly hired employee does not possess this experience, the employee must receive training in these areas before being considered a fully functional employee. The responder must state an ASL learning timeline for relay employees and identify the level of ASL required for employees to maintain employment. There should be at least one supervisor proficient in ASL for each working shift.

The responder must include an explanation of how it will provide speech-to-speech (STS) service and any specific requirements and training for STS CAs in the plan.

The responder must include an explanation of how it will provide captioned telephone VCO service and any specific requirements and training for captioned telephone VCO CAs in the plan.

The responder shall explain the projected expansion levels by staffing category that will be necessary to meet the service standards for all projected call volumes over the life of this Contract.

Each proposal must include:

- An organizational chart depicting levels and numbers of relay service personnel by category.
- Job description and qualifications for each relay service position (including relay provider management, relay center management, trainers, CAs, etc.).
- A hiring practice plan which documents outreach to the communication impaired, disabled, and other minority communities.

## **6.2 Communication Assistants**

- A. Minimum Qualifications for all Relay Communication Assistants  
CAs must meet the minimum qualifications required by 47 C.F.R. § 64.604. The State recognizes that some mandatory minimum standards may be waived on a temporary or permanent basis for certain forms or TRS; the Contract Vendor shall not be required to meet mandatory minimum standards that have been waived by the FCC.

In their proposal, responders shall specify how they plan to demonstrate that CAs meet, at a minimum, the following proficiency requirements:

1. **Typing Speed and Accuracy**  
Each CA must provide a typing speed of a minimum of sixty (60) words per minute, with a maximum error rate of no greater than 5 percent (5%). The formula to calculate words per minute shall be five (5) keystrokes (four alphanumeric characters plus one space) per "word" requiring three hundred (300) keystrokes per minute to achieve sixty (60) words per minute. (Macros that are executed by one function key shall count as one keystroke regardless of the number of alphanumeric characters "attached" to that macro. Similarly, a macro executed with two keystrokes shall count for two keystrokes regardless of the number of alphanumeric characters "attached" to that macro.)

Providers must give oral-to-type tests of CA speed (oral-to-text tests for captioned telephone VCO CAs).

2. **English Grammar and Spelling**  
Each CA shall demonstrate, at a minimum, skills in English grammar and spelling at a level equivalent to that used in the first year of college.
3. **Understanding of Limited English**  
CAs must demonstrate the ability to understand communication-impaired people using limited English and to translate limited typed English to correct spoken English.

Responders shall demonstrate how they plan to train CAs to translate these calls. Furthermore, responders shall indicate at what level they consider CAs to be fully trained in this capacity.

4. **Clear and Articulate**  
Each CA shall possess clear and articulate voice communications.



5. Spanish Relay

Each CA processing Spanish relay calls shall demonstrate, at a minimum, skills in Spanish grammar and spelling at a level equivalent to that used in the first year of college.

B. Communication Assistant Training Requirements

All relay center staff, including management, shall receive training in ASL, deaf culture, speech impairments, ethics, confidentiality, and emergency response. Each proposal must include: 1.) an outline of a staff training plan indicating training topics and time frames, 2.) a description of how applicants and/or trainees will be tested prior to handling live Minnesota Relay calls, 3.) how often during employment CAs will be re-tested, 4.) a description of how individuals or organizations representing the communication impaired community will be hired to assist with the training.

Each proposal must include an outline of a staff training plan that includes the above topics for speech-to-speech (STS) CAs.

Each proposal must include an outline of a staff training plan that includes the above topics for captioned telephone VCO CAs.

1. Relay Procedure Training

CAs shall be trained in the procedural details of handling all forms of relay that the CA will be involved in relaying, including TTY, voice, ASCII, VCO, HCO, STS, captioned telephone VCO, emergency calls, Directory Assistance services, and Operator Assistance services.

2. Initial Disability Awareness Training

CAs shall be trained to effectively meet the specialized communications needs of relay users who are deaf, deaf/blind, hard-of-hearing, late deafened, and speech disabled.

CA training shall include, but not be limited to at least 12 hours devoted solely to ASL "gloss" and grammar, deaf culture, and the special needs of hard-of-hearing, late deafened, and speech disabled users. Training in the operation of TRS telecommunications equipment shall include both simulated and live on-line call handling.

3. Ongoing Training

The responder shall demonstrate how ongoing training will be provided by including with its proposal an outline of a proposed ongoing training plan. All staff providing service to Minnesota Relay, including management, shall receive ongoing training in disability awareness, including functional and cultural issues within the deaf, hard-of-hearing, late deafened, and speech disabled communities. Ongoing training shall also include, but not be limited to, ethics, confidentiality, ASL, software changes, revised call handling procedures and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling.

4. Minnesota Place Names

All CAs shall be trained in familiarity with common Minnesota place names, including their spelling, pronunciation and common abbreviations.

5. Complaint Training

All CAs shall be trained in the proper procedures for receiving caller complaints.

6. CA Examination

The Contract Vendor shall require that all prospective CAs take and pass a quantifiable, performance-based Communication Assistant Proficiency Examination to be developed by the Contract Vendor and approved initially by the State. Responders must include an outline of this examination with the proposal. This examination, at a minimum, shall cover reading and speaking clearly in English (and/or Spanish for Spanish relay CAs), spelling, typing, dictation, procedures, characteristics of ASL as it may be reflected in the written language of TTY users, deaf culture, ethics and confidentiality, and professional judgment. This test shall have as its minimum requirements the proficiency skills for CAs mandated by this RFP and 47 C.F.R. § 64.604. The Contract Vendor shall make sure that material from these tests is not available to the CAs before testing time and must change portions of the tests from time to time.

Any CA who is unable to pass the examination within a specified training period shall not be utilized as a CA. The responder shall indicate to the State the training period duration. CAs shall be re-tested at least annually.

The responder shall include any different testing requirements for STS CAs in the outline.

The responder shall include any different testing requirements for captioned telephone VCO CAs in the outline.

C. Obscenity Directed to the CA

CAs do not have to tolerate obscenity directed at them. The proposal should specify how the responder will handle these situations. It is acceptable to transfer such calls to a supervisor who will try to determine why the caller is using obscenity and to explain that this is inappropriate.

D. Communication Assistant Policies and Procedures Manual

Responders shall provide with the proposal a comprehensive outline of a proposed Communication Assistant Policies and Procedures Manual that shall include, but not be limited to, confidentiality and ethics, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of a CA.

Upon award of the Contract, the Contract Vendor shall provide the State with a complete Communications Assistant Policies and Procedures Manual. Updates to the manual shall be given to the State as they occur.

E. Communication Assistant Identification

The CA identification method to be used for all Minnesota Relay calls is the CA number immediately followed by the letter "F" or "M" to indicate the CA's gender. The CA shall state their identification number at the beginning and conclusion of a relay call.

CA trainees, if used, shall be identified by the letter "T" following their CA identification. This information shall be relayed to both parties at the onset of each relay call to mitigate potential for criticism of CA quality.



### 6.3 Call Handling

- CA procedures must comply with 47 C.F.R. § 64.604. Unless requested otherwise by a user, the CA shall relay all calls according to the following procedures. Responders shall indicate how they will ensure CAs adherence to the following procedures:

- A. Limited Typed English

CAs shall translate the limited typed English (or "TTY-ASL") of TTY users into correct spoken English so that non-TTY users can understand the call and communication occurs, unless the TTY user requests verbatim.

The Contract Vendor shall provide at least one person who is fluent in ASL interpretation translation on duty at all times in the CA area of the relay center in order to assist CAs in understanding the intent of messages and properly communicating the full content of the communication.

- B. Tone of Voice

When speaking for the TTY user, the CA shall adopt a conversational tone of voice appropriate to the type of call being made, unless the TTY user requests otherwise.

CAs shall, to the best of their abilities, let the TTY user know the non-TTY user's tone of voice. For example, the CA can type in parentheses that a person is being rude, is yelling, or is laughing. Background noise that the CA hears shall be relayed.

- C. Call Status

CAs shall keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected or on hold. The CA shall maintain contact with the caller during a hold period for the purpose of receiving instructions from the caller, such as hang up and dial again, or hang up and call another number.

- D. Outbound Called Number

The CA shall be required to inform the caller of the outbound number being dialed unless the outbound called number is entered directly by the calling party.

- E. Providing Call Handling Options

The TTY user shall have the option of telling the CA what aspects of the call he/she will handle. For example, the TTY user may request to introduce relay services to the called party, rather than have the CA do it.

- F. Verbatim Relay

The CA shall type to the TTY user or verbalize to the non-TTY user exactly what is said when the call is first answered and at all times during the conversation, unless either party specifically requests otherwise.

- G. Explaining Relay

The Contract Vendor shall have standard explanations of the various types of relay calls. All CAs handling Minnesota Relay calls shall use these standard explanations.

When the CA needs to explain relay to a hearing user, the CA shall also type "explaining relay" for the benefit of the TTY user. Conversely, when the CA needs to explain relay to a TTY user, the CA will inform the hearing user that the CA is explaining relay.

Upon request by the user, the CA shall not announce a call as a relay call, permitting the caller to provide explanation, if any. The CA shall not have the option to inform the called party that the caller is deaf or speech disabled unless the caller asks the CA to do so.

- H. No Solicitation  
The Contract Vendor and their CAs shall not solicit other relay services, non-relay services, or customer preference input at any time during a relay call, including during set-up, relay, and wrap-up. CAs may, however, respond to callers' questions regarding relay services or customer preference information during call set-up or wrap-up.
- I. Content, Context and Intent  
All CAs must convey the full content, context and intent of the communication they relay.
- J. No Delay  
CAs shall not cause a relay conversation to be delayed. They shall not necessarily wait for a relay message to be completed before beginning to relay the message.
- K. Third Person  
CAs shall indicate to the TTY user if another person (non-TTY user) comes on the line.
- L. Change of CAs  
Change of CAs during a call is strongly discouraged. Unless requested by a user before or during a conversation or unless the CA becomes physically incapacitated, a change of CAs shall not be made before 15 minutes have elapsed since the beginning of the relay conversation. If the change is necessary, both parties shall be informed, and the new CA shall inform both parties of the CA's identification number. Changing of CAs shall not cause the new CA to lose the caller's call handling preferences, either from the caller's customer preference record nor as requested by the caller during call setup, including instructions given once for sequential outbound calls. If the caller has requested a specific gender then the replacement CA shall also be of that gender. The caller shall always have the right to request a change in CAs and the Contract Vendor shall accommodate the request.
- M. Redials  
At the request of the Minnesota Relay user, the CA shall permit unlimited redials to a busy number. The Minnesota Relay user shall not be required to provide calling information each time the number is redialed.
- N. Relay All Comments  
All comments directed to either party by the CA shall be relayed. These comments shall be typed in parentheses, for example, "(Can you spell that name back to me?)" All comments directed to the CA by either party shall also be relayed, for example, "(Yes, that name is spelled R-I-E-S-G-R-A-F.)"
- O. Relay in Third Person  
If either party uses the third person, the CA shall relay in the third person. The CA may instruct the user to use first person, but after the instruction the CA shall relay in third person if the party continues to use third person.
- P. Automatic Spell Check and Auto-Correction  
The Contract Vendor's system shall have automatic spell check.
- Q. Automatic Change of TTY Abbreviations Upon Request  
The Contract Vendor's system shall have the ability to change TTY abbreviations to full words upon request. Example: Late deafened VCO user is not comfortable with TTY abbreviations and prefers full words.



- R. **Macros**  
At time of award, the Contract Vendor shall provide to the State a complete, detailed list of all macros used or planned to be used. For the duration of this Contract, all modifications to this list shall be given to the State at least one week prior to implementation.
- S. **Typing Errors**  
To correct a typing error, CAs shall not backspace, but continue in a forward direction by typing "XXX" (common TTY convention for error) and then typing the word correctly.
- T. **Verification of Spelling**  
When in doubt, CAs shall verify spelling of proper nouns, numbers and addresses that are spoken. This shall be relayed as discussed in Section 6.3(N), above.
- U. **Gender**  
If a TTY user initiating a call asks, he/she will be advised of the relay CA's gender and, upon request, switched to a CA of the gender of the caller's choice.
- V. **Volume**  
Each CA must be able to increase the outgoing volume of their speech via TRS platform controls (not just speaking louder) to help compensate for voice, HCO and STS users with some hearing loss, and shall do so to facilitate the hearing party's understanding of the CA, or at the request of the hearing party. If a volume setting is higher than normal, the CA shall reduce the volume at the request of the user. Volume shall be returned to normal settings after each call.
- W. **Staying on the Line**  
The CA will stay on the line until the inbound caller has terminated the call. If necessary to process a complaint or compliment, the call will be transferred to a supervisor or to customer service.
- X. **No Interjections**  
CAs shall not counsel, advise or interject personal opinions or additional information into any relay call. This also means the CAs shall not make any value judgments on the profanity or obscenity or legality of any messages. Additionally, CAs shall not hold personal conversations with anyone calling Minnesota Relay.
- Y. **Caller Names**  
Callers shall not be required to give their names or the name of the party they are calling. If names are given, this information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). CAs shall not ask for names even though it is understood that for some calls, having the full name would help facilitate the call. The CA shall not, however, refuse to make a call if the caller does not wish to give names.
- Z. **Voice Mail and Interactive Menus**  
CAs must alert the Minnesota Relay user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. The Contract Vendor shall electronically capture recorded messages and retain them for the length of the call, and may not impose any charges for additional calls that must be made by the relay user in order to complete calls involving recorded or interactive messages.

1. Leaving Messages

CAs will leave messages on answering machines or other voice processing systems if the Minnesota Relay caller activates one while making a call. Procedures for leaving messages shall include the following steps:

- a. The CA will inform the caller when an answering machine has been reached.
- b. When the relay caller is a TTY or ASCII user the CA will try to retrieve the entire voice message and to convey the message in its entirety to the caller.
- c. If the CA is not successful in retrieving and conveying the entire message, the CA will ask the caller if the CA should call again in an attempt to retrieve and convey the remainder of the message. When the relay caller is a voice caller the CA will relay the answering machine message in its entirety to the caller.
- d. The CA will ask the caller if he/she wishes to leave a message.
- e. The CA will leave the caller's message in the format of the called messaging system, e.g., voice, TTY, or ASCII.
- f. VCO users shall be permitted to leave their own voice messages.
- g. The CA will confirm to the caller that the message has been left.
- h. The caller will be charged for only one call (the first call) regardless of the number of calls required to retrieve and convey the answering machine message and/or to leave a message.

2. Retrieving Messages

CAs shall retrieve voice and TTY messages from voice processing systems and answering machines and relay the messages to the caller in the caller's calling format (voice, TTY, ASCII, etc.) Unless instructed otherwise by the caller, the CA shall attempt to capture and record each message in its entirety and relay it to the caller. If more than one call to the answering machine or voice processing system is required to retrieve the entire message, the caller will only be charged for one call (the first call).

AA. Disconnecting an Inbound Caller

If a caller puts the CA on hold or is otherwise inactive, the CA shall wait for at least three (3) minutes before disconnecting the caller. The CA shall not disconnect the caller during periods of inactivity during a relay call (for example the called party may have put the caller on hold) without the caller's permission. In all instances of CA initiated caller disconnect, the CA shall inform the caller (or leave a message) that they are disconnecting the call (hanging up) prior to doing so, and shall pause for a possible response before proceeding.

BB. Split Screen for ASCII Calls

If an ASCII caller requests split screen service, the CA shall cause both the ASCII caller's text and the CA's typed text to appear on the CA's screen at the same time, enabling the ASCII caller to interrupt the CA by typing text, which the CA shall be able to view while the CA is relaying to the other party. If the ASCII caller does not request split screen service, it shall be the Contract Vendor's option whether or not to invoke split screen functionality.



**CC. Call Interrupt**

When a relayed conversation is interrupted by one party, and that interruption is received by the CA, the CA shall respond by relaying the conversation provided by the interrupting party, provided that relay modalities of the parties are compatible with interrupted conversation (e.g., a TTY user with Turbo Code, by a voice user, etc.)

**6.4 Speech-to-Speech (STS)**

**A. STS Called Numbers**

The Contract Vendor must offer STS users the option to maintain, via registration of customer preference information, a list of names and telephone numbers that the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

**B. Additional Qualifications for STS CAs**

The following minimum qualifications are for STS CAs only, and are in addition to those in Section 6.2(A), above. In responding to these requirements, except for item 3 below, responders shall also describe: 1.) how applicants and/or trainees will be tested on these qualifications prior to handling live Minnesota Relay STS calls, 2.) how often during employment STS CAs will be re-tested.

**1. Hearing Acuity**

Each STS CA's hearing must be tested to assure that they are competent to understand people with a variety of speech disabilities. Each STS CA shall score 92% or higher in each ear using a 50 word, W-22 or NU6 speech recognition test. Each STS CA shall measure hearing acuity of 20dB or less in each ear using a pure tone sensitivity test at 250 Hz, 500 Hz, 1000 Hz, 2000 Hz and 4000 Hz. An audiologist using calibrated equipment shall administer the speech recognition test and pure tone test. The audiologist shall be a State licensed professional audiologist or certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A.)

**2. Understanding of Speech Patterns**

STS CAs shall be screened to assure their ability to understand the irregular speech patterns of people with speech disabilities. Responders shall define acceptable STS CA speech comprehension levels and ensure that all STS CAs meet that criterion.

**3. Removal of STS CAs**

The floor supervisor will identify STS CAs and remove them from STS duties if:

- a. their hearing or concentration has become impaired because of a cold or other (temporary or permanent) medical condition.
- b. they are no longer extremely patient with customers' speech and respectful of them.

**4. English Fluency**

STS CAs assigned to relay in English must be fluent in U.S. English, and able to speak English without a distorted non-U.S. English accent. STS English CAs must be tested for hearing acuity, speech comprehension, and English language skills including vocabulary, grammar and syntax.

**5. Spanish Fluency**

STS CAs assigned to relay in Spanish must be fluent in Spanish, and able to speak Spanish without a distorted non-Spanish accent.

STS Spanish CAs must be tested for hearing acuity, speech comprehension, and Spanish language skills including vocabulary, grammar and syntax.

C. STS CA Training

The following minimum training requirements are for STS CAs only, and are in addition to those in Section 6.2(B), above.

1. STS Users

Adequate training on STS service and speech disabled users must be provided to all personnel who will be interacting with speech disabled users and/or CAs who complete STS calls, including counseling personnel, customer service representatives, and user assistance and complaint resolution personnel. Training shall also be provided on identifying and dealing with suspected fraudulent use of STS services.

In addition, responders shall describe: 1.) how STS training in this area will be provided to staff before handling live Minnesota Relay STS calls, and 2.) how often during employment they will be retrained.

2. Transfer of STS Calls

Calls will only be transferred to supervisors who thoroughly understand and respect the STS protocols, requirements, and philosophy.

3. Specialized STS Staff

The Contract Vendor is encouraged to develop a small bank of CAs for STS service. This bank must be large enough to handle the traffic, but small enough so that CAs become accustomed to most of the users' speech patterns.

4. Specialized STS Training

Training of STS CAs must include at least eight (8) hours of training specific to STS service, two (2) hours of which is training specific to voicing for voice synthesizer users. Training must include experiencing a variety of speech disabilities, possibly partly through video.

As part of her or his training, every STS CA must have a minimum of eight (8) hours of a combination of training by a live speech disabilities professional and consumer expert. STS CA training must include introduction to a variety of technologies used by consumers to communicate, including voice synthesizers. Training must include introduction to many speech disabilities. Up to one-quarter of STS training may be provided by videotape.

In addition, responders shall describe: 1.) how STS training in this area will be provided to staff before handling live Minnesota Relay STS calls, and 2.) how often during employment they will be retrained.

D. Procedures for Relaying STS Calls

The following requirements for relaying Speech-to-Speech calls are in addition to the requirements of Section 6.3. If conflicts exist between these two sections, the requirements of this section shall prevail for relaying STS calls. In responding to the following procedural requirements, except for items 13 and 14 below, responders shall also describe how their CAs' use of the following procedures will be ensured on an ongoing basis after the CA begins relaying STS calls.

1. Never Guess

STS CAs shall never guess what the speech disabled caller says, but will request clarification.



2. **Verification of Busy Number**  
If a line is busy, then the STS CA will immediately repeat aloud the number dialed to verify that the STS CA understood the number correctly.
3. **Dictate Message**  
Users may dictate a message to be left on an answering machine in the STS CA's voice.
4. **Additional Calls**  
After each call, STS CAs will offer to make another call.
5. **Request Clarification**  
While STS CAs may not counsel, advise, or interject personal opinions into a conversation, they may ask questions to clarify what was said particularly if the meaning or context is unclear. "Apple" differs from "ample", "articulate" differs from "article," "pants" differs from "Lance."
6. **Interaction with Users**  
STS CAs may interact with users having a problem using the service and to reassure new users. STS CAs may reassure users that the user was understood. STS CAs also may interact with users to help the user use the service more effectively. This is particularly necessary in helping developmentally delayed users with short-term memory loss.  
  
For example, STS CAs may correct a telephone number that the user receives from one caller and then repeats in error to the STS CA in requesting another call. CAs must never attempt to assist users in ways that could interfere with the user's independence. The above directions may appear self-contradictory, but are not in light of the wide variance in intellectual capacity within this user group. An opportunity for a CA to facilitate communication takes priority over transparency. However, the STS CA must not facilitate if there is a great risk of diminishing communication.
7. **Leaving Messages**  
STS CAs will leave messages on answering machines or other voice processing systems if the caller activates one while making a call as described in above in Section 6.3(Z). In addition, STS callers shall be allowed to recite a prepared message to an answering machine. The STS caller may dictate the message to the STS CA before making the call. If the called number is busy, then the STS CA shall retain the dictated message in the STS user's customer preference record at the user's request. The message shall be retained for a minimum of one hour, during which time the user may call back and attempt to reach the answering machine and leave the message.  
  
Given the limited telephone experience and delayed social development of some users, STS CAs may prompt users leaving messages on answering machines who forget to leave their name and/or telephone number.
8. **Respect**  
CAs will avoid informality interpretable by users as patronizing. Adult users must always be treated as mature adults regardless of their behavior.
9. **Caller Names**  
Callers shall not be required to give their names or the name of the party they are calling.

If names are given, this information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). CAs shall not ask for names even though it is understood that for some calls, having the full name would help facilitate the call. The CA shall not, however, refuse to make a call if the caller does not wish to give names.

Before dialing, the STS CA will ask, "Shall I tell the party who is calling?"

**10. Change of STS CAs**

The Contract Vendor is encouraged to use the same CA throughout each STS call. CA change is very disruptive to speech disabled users. It prompts fear that the new CA may not understand them as well as the first CA did. Unless requested by a user before or during a conversation or unless the CA becomes physically incapacitated, a change of STS CAs shall not be made before 15 minutes have elapsed since the beginning of the relay conversation. If a change is necessary, both parties shall be informed and the new CA shall inform both parties of the CAs identification number. The caller shall always have the right to request a change in STS CAs and the Contract Vendor shall accommodate the request if another STS CA is available.

**11. Announcement of Voicing**

At the start of the call, the STS CA will announce that he or she will voice for the speech disabled person throughout the call, unless both parties ask the STS CA to stop.

**12. Voicing at the User's Option**

Some people with speech disabilities can be clearly understood if allowed to speak uninterrupted; they do not need CAs to voice for them, they just need the other party not to interrupt them. Such customers may request the STS CA to only repeat what they say when the speech-able customer misses a word.

**13. Quiet STS CA Environment**

The STS CAs' work environment should be quiet and the partitions between the CAs' cubicles should be sound proof enough so that STS CAs can concentrate intensely on hearing the caller's speech.

**14. Retention of Information**

STS CAs must be able to retain information from one inbound call for use in a subsequent outbound call, and such information shall only be retained for the duration of the inbound call. The method of retention shall be up to the Contract Vendor.

**15. Dual Voicing**

The Contract Vendor will provide STS voicing for people with speech disabilities calling each other, for both parties.

**6.5 Confidentiality**

Responders shall describe how they will adhere to the following confidentiality requirements.

**A. Total Confidentiality**

All calls made through Minnesota Relay shall be totally confidential, with no written or electronic script kept beyond the duration of the inbound call except as specified in Sections 6.3(Z) and 6.4(D)(7). Except as provided in Sections 6.5(E) and 6.8 CAs and supervisory personnel shall not reveal information about any call, except for any minimum information that may be necessary for billing purposes.



- B. **Workspace Accommodations for Call Privacy & Confidentiality**  
The Contract Vendor shall ensure that the equipment and structural accommodations made to the CA workspace will ensure the total confidentiality of relay user's calls, and prevent the relay users on one call from overhearing a CA processing another call. Such incidents will be considered a breach of confidentiality on the part of the Contract Vendor.

- C. **Pledge of Confidentiality**  
The Contract Vendor shall ensure that all staff who relay Minnesota Relay user conversations or have access to Minnesota Relay user data, e.g., CAs, supervisors, customer service staff, etc., shall be required to sign a pledge of confidentiality agreement promising not to disclose the identity of any callers or fellow relay CAs, or any information learned during the course of handling or relaying calls, handling complaints, or accessing customer data (customer preference data, billing information), either during the period of employment or after termination of employment.

Responders shall submit a copy of their Pledge of Confidentiality Agreement with their proposal.

- D. **Discussion of Calls**  
CAs shall not discuss among themselves or with their supervisors any names or specifics of any relay call, except in instances of resolving a complaint. CAs may discuss the general situation they need assistance with in order to clarify how to process a particular type of relay call. CAs shall be trained to ask questions about procedures without revealing specific information that will identify the parties on the call.

- E. **Emergencies**  
If a Minnesota Relay user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or the relay center, names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.

- F. **Monitoring of Calls**  
Watching or listening to actual calls by anyone other than the relay CA is prohibited, except for training or monitoring purposes or other purposes specifically authorized by the FCC or State, or by this RFP and Contract. Watching or listening of relay calls by others for training or monitoring purposes shall not be allowed as a general practice for all calls, but shall be restricted to discrete calls for temporary purposes. Therefore, announcements to callers that say, for example, "Your call may be monitored for training purposes", shall not be deployed de facto to all calls. Recording of calls is prohibited except as allowed in this RFP for STS calls and for handling voice mail and/or interactive type messages. Except as provided for in Section 6.4(D)(7), all recordings of calls shall be immediately deleted at the completion of the call.

- G. **Confidentiality Policy**  
Providers must develop a written Confidentiality Policy, covering the above points at a minimum. A copy of the Confidentiality Policy shall be provided to consumers upon request.

- H. **Termination for Violation of Confidentiality**  
Relay personnel who, after investigation, are found to have violated the confidentiality rules and regulations shall be terminated immediately.

I. Restriction of Information

The Contract Vendor shall be restricted to collecting and using only that personal information necessary for billing purposes or customer preference records. This information shall not be used for any other purposes.

**6.6 CA Counseling**

Providers are required to establish counseling and support programs that will help CAs deal with the emotional aspects of relaying calls. Because CAs are not allowed to talk about their calls with other CAs, friends, or family, CAs need to have access to someone they can talk to and trust.

CAs must be afforded access to either internal or external counseling and support services in a completely confidential manner. Professional counselors must be licensed and knowledgeable about the relay work environment, including the confidentiality constraints of CAs. Responders shall briefly describe their CA counseling and support programs, the degree of access that CAs have to those programs, and how they will ensure that the counselors have training or are knowledgeable in the field of communications impairments. CAs must not give the names of the callers involved to the support person. The counseling support system must follow the confidentiality provisions in Section 6.5.

**6.7 Customer Contacts and Complaint Resolution**

Responders shall, at a minimum, ensure the following:

A. Establish Procedures

The Contract Vendor must establish procedures for receiving and responding to complaints, commendations, inquiries and comments regarding Minnesota Relay services and personnel. The procedures must comply with 47 C.F.R. § 64.604(c)(1), (2), and (6). These procedures shall be explained in appropriate Minnesota Relay outreach or informational material.

B. Description of the Complaint Process

Responders shall describe their complaint receiving, responding, tracking and resolution procedures for Minnesota Relay.

C. Compliance with FCC Regulations

The Contract Vendor shall be in compliance with the FCC's complaint reporting and resolution process as described in 47 C.F.R § 64.604(c)(1), (2), and (6) and as may be further amended by the FCC. Compliance shall include keeping a complaint log as described therein and reporting to both the FCC and the State.

D. Access to Supervisors or Administrators While on Line

The Contract Vendor shall ensure that any caller to Minnesota Relay having a complaint or commendation will be able to reach a supervisor or administrator while still on line during a relay call.

E. Access to Customer Service

The Contract Vendor must establish 24-hour toll-free customer service number(s), for both English and Spanish languages, that Minnesota Relay users may access to receive information on how to place a Minnesota Relay call, tips for improving the efficiency of relay calls, information on billing for calls, information on Minnesota relay features and functions, or to file a complaint or commendation. Customer Service must be accessible in all Minnesota Relay communication modes.



**F. Documentation of Complaints**

The Contract Vendor shall ensure that all complaints received (by supervisors, customer service, the Minnesota Relay Consumer Relations Office, etc.), verbally and in writing, shall be documented. Documentation shall be as follows:

1. All complaints shall be documented on a standardized Consumer Contact form, in an electronic format.
2. Complaint documentation shall include date complaint was filed, whom the complaint was received by, type of relay call (e.g. VCO, HCO, Spanish, STS, captioned telephone VCO, etc.), customer contact information (if given), CA number, category of complaint, nature of complaint, date of resolution, explanation of resolution, and complaint tracking number.
3. Customers shall be asked if they would like to leave contact information in order for their complaint to be followed up by mail, e-mail, or phone.
4. Copies of all complaints, as well as a monthly complaint summary report, shall be submitted to the TAM administrator, in electronic format.

**G. Yearly Complaint Summary Report**

The Contract Vendor shall submit to the TAM administrator a yearly complaint summary report by June 15<sup>th</sup> detailing all Minnesota Relay complaints received for the 12 month period ending May 31<sup>st</sup>. The yearly complaint summary report shall be in electronic format and shall include the date complaint was filed, type of relay call, category of complaint, nature of complaint, date of resolution, explanation of resolution, and complaint tracking number.

**H. Documentation of Commendations**

The Contract Vendor shall ensure that all commendations received (by supervisors, customer service, the Minnesota Relay Consumer Relations Office, etc.), verbally and in writing, shall be documented. Documentation shall be as follows:

1. All commendations shall be documented on a standardized Consumer Contact form, in electronic format.
2. Commendation documentation shall include date commendation was filed, whom the commendation was received by, type of relay call (e.g. VCO, HCO, Spanish, STS, captioned telephone VCO, etc.), CA number (if applicable), and nature of commendation.
3. Copies of all commendations shall be submitted in electronic format to the TAM administrator, on a monthly basis.

**6.8 Emergencies**

The Contract Vendor shall develop a policy for relaying and referring emergency calls in accordance with the standards in 47 C.F.R § 64.604(a)(4).

Additional specific emergency call handling requirements are listed below.

**A. Pass Caller's ANI to the PSAP**

The CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.

- B. Stay on the Line to Ensure Connectivity  
If the emergency call is transferred to a PSAP, the CA shall stay on the line as long as necessary to ensure that the PSAP operator has received the call.
- C. Relay Only Under Limited Circumstances  
The emergency call may be relayed to a PSAP operator (instead of transferred) only on a call-by-call basis under any of the following circumstances:
- At the request of the caller.
  - At the request of the PSAP operator or PSAP supervisor.
  - If the PSAP is not capable of receiving and conversing directly with the caller in the modality of the caller (for example if the caller is using any communications modality other than TTY, e.g., VCO, HCO, STS, ASCII)
  - The CA is having technical trouble transferring the call to the PSAP, e.g., the caller is disconnected from the PSAP, the PSAP cannot establish a TTY connection, etc.
  - As allowed by the FCC.
- D. Treat a Call as an Emergency Call When Unsure  
When receiving a relay call that the CA suspects is an emergency call requiring a response from a PSAP, the CA shall immediately treat the call as an emergency call and shall make no attempt to determine if the call is an actual emergency or not.
- E. No Questioning or Advice  
The CA shall not attempt to question the caller about the exact nature of the emergency, nor shall the CA attempt to give advice to the caller in response to the emergency. The CA shall let the PSAP operator, who has the professional training to carry out those functions, deal with the emergency.
- F. Allowance for Limited Transparency  
When processing an emergency call, the CA shall be able to facilitate the call to a greater degree than a normal relay call to the extent described herein:
1. The CA may inform the answering PSAP operator that the caller is a TTY user (or other type of relay user).
  2. The CA may inform the answering PSAP of the caller's disability, name and other information available to the CA from the caller's customer preference data and ANI data, if available.
  3. The CA does not have to be fully transparent (as is required in non-emergency verbatim relay) to the caller and PSAP operator if either the caller or PSAP operator request such non-transparency, or if in the professional opinion of the CA such limited non-transparency will greatly facilitate the PSAP operator's ability to understand or respond to the caller; and if the caller does not object. By far the greatest emphasis of each relayed emergency call shall be on transparent verbatim relay, and the use of non-transparency shall only be for temporary summarization or for interpretation of ASL gloss terminology. In all instances of non-transparency, the CA shall not alter the relayed conversation, shall not interfere with the independence of the caller, and shall not interfere with the caller's control of the conversation. In each instance during an emergency call when a CA engages in non-transparency, the CA shall first identify him/herself as the source of the talking or typing by indicating "Relay CA speaking" or similar language.



4. The CA may stay on the line for the duration of a relay call connected to a PSAP, and in which case the CA shall remain in a listening or non-active mode unless called upon by either party for relay or other assistance or information, or unless it is obvious to the CA that either party needs non-transparent services (as described above) in order for effective communications to occur between the caller and the PSAP operator.
  5. Whenever a CA is providing non-transparent services, the CA shall immediately cease such non-transparency if asked to do so by either the caller or by the PSAP operator. The request may be in any terminology, such as, "Please relay verbatim", "Repeat only what I type", "Just say what I type", etc.
  6. A relay supervisor may listen to an emergency call in process if deemed necessary by the Contract Vendor. The listening supervisor may not enter into the conversation in any manner unless the relay function is transferred to the supervisor.
- G. Change of CAs During an Emergency Call  
There shall be no replacement of CAs during an emergency call, except to a supervisor who has been involved in the entire call.
- H. Call Set-Up  
When a CA places a call to a PSAP for either transferring the call or for relaying the call, the CA shall, at a minimum, identify the call to the PSAP operator as a Minnesota Relay call, CA number [XXXX], and if the call is relayed, shall establish the call with the normal relay instructions.
- I. Training for Emergency Call Handling  
All CAs and supervisors shall receive training specific to responding to emergency calls.

## 6.9 Reporting

Reports requested shall be for Minnesota Relay activities of one calendar month unless requested otherwise by the State. Reports shall be provided in an electronic format acceptable to the State, no later than the 15<sup>th</sup> calendar day following the month of service or on the next State workday if the 15<sup>th</sup> falls on a weekend or holiday (unless specified otherwise). All reports provided shall become the property of the State, i.e., the provider shall not copyright them, and they shall become public record. In addition to periodic, ad hoc or other reports requested by the State, the Contract Vendor shall provide the following reports shown below. The State may modify the required report formats at any time.

When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service) the State shall give the Contract Vendor at least thirty days notice before the date the report is due unless the Contract Vendor agrees to a lesser time on a per-request basis. The Contract Vendor shall, upon the request of the State, provide the State with professional interpretation, analysis and explanation of any reports provided. Within two months of award, the Contract Vendor shall meet with the State to determine types of data available for reporting purposes and to set up any regular monthly reports that may be in addition to those shown below.

If the responder is not able to provide any of the reports listed below, please indicate this in your proposal and on the Responder's Exceptions to the RFP form (Attachment 3).

A. Implementation Progress Reports

The Contract Vendor shall provide the State with regular Implementation Progress Reports. These reports shall be provided at least monthly from the date of Contract award for six (6) months unless requested longer or more frequently by the State. The specific progress report due dates and the acceptable format for the reports will be determined by the State at the time of Contract award.

At a minimum, these reports will describe the current status in implementation of Minnesota Relay services, changes in status since the previous report, a project timeline incorporating dependencies, milestones, and deadlines.

B. Complaint and Commendation Reports

The Contract Vendor shall submit copies of all complaints, as well as a monthly complaint summary report in accordance with Section 6.7(F).

The Contract Vendor shall submit a yearly complaint summary report in accordance with Section 6.7(G).

The Contract Vendor shall submit copies of all commendations in accordance with Section 6.7(H).

C. Annual Report

The Contract Vendor shall submit an annual report summarizing operations for the calendar year with statistical summaries of usage, trends, complaints and commendations, service performance, Minnesota Relay features, facility improvements, traffic analysis, traffic projections for future years, future relay operations, outreach activities and outreach materials available. The annual report shall be due by January 15<sup>th</sup> of each year.

D. TRS State Certification Application Report

The Contract Vendor shall provide the State with the necessary information and documentation in order for the State to comply with FCC 47 C.F. R. § 64.605. All information and documentation must be provided to the State in a timely manner, which would allow the State sufficient time to compose and submit the TRS State Certification Application to the FCC.

E. Disaster Reports

The Contract Vendor shall provide the State with disaster reports in accordance with Section 5.29(F).

F. Carrier of Choice Reports

The Contract Vendor shall provide the State with Carrier of Choice reports in accordance with Section 5.27(C).

G. Evaluation Reports

The State reserves the right to establish an evaluation of Minnesota Relay services or to require reports of service evaluations performed by the Contract Vendor. The State also reserves the right to audit the Contract Vendor, per the terms and conditions of the Contract agreement with the State, to assess compliance with any and all Contract requirements. The State may request input directly from the CAs through the use of periodic surveys or through direct communication, as the State deems necessary.

H. Fraud Report

The Contract Vendor shall report monthly on instances of suspected fraudulent use or attempted fraudulent use of Minnesota Relay.



The State and Contract Vendor will mutually agree upon the scope, content and format of the report after award. In addition, the Contract Vendor shall promptly notify the State of suspected fraudulent use of Minnesota Relay whenever the successful responder notices a spike or unusually high incidence of potential or suspected fraudulent calls.

I. Annual Outreach Plan

The Contract Vendor shall develop an annual outreach plan detailing outreach goals and activities, advertisements and public relations activities, and outreach materials for the upcoming Contract year (Contract year runs from July 1 – June 30<sup>th</sup>). The State shall review the plan for compliance with the requirements of the Contract. If the Contract Vendor changes the plan significantly during the year, the Contract Vendor shall provide an amended plan to the State with an explanation of the changes. The annual outreach plan shall be submitted no later than May 1<sup>st</sup> of each year.

J. Monthly Outreach Activity Report

The Contract Vendor shall provide the State with a monthly outreach activity report, submitted no later than the 15<sup>th</sup> of each month. The outreach activity report shall be separate from Minnesota Relay TRS reports and shall be provided in an electronic format acceptable to the State. Reports shall contain the name and address of outreach activity location, contact name, contact phone number, e-mail address (if available), type of presentation or outreach activity, number of participants and any additional information requested by the State.

K. Traffic Reports

All minutes shown in any traffic report shall be shown in minutes and second, as in 4:44 minutes, or in minutes and decimals, as in 4.73 minutes. Reporting in minutes and seconds is preferable to minutes and decimals. Responders shall indicate in their proposal if their systems report by minute and second, or by minutes and decimals. Conversation minutes are the duration of only the relayed portion of a completed Minnesota Relay call. Conversation minutes are defined in Section 1.0. Session minutes are the total time that a relay agent is involved with a Minnesota Relay call, inbound and outbound, including call setup and wrap-up time. Session minutes are a measure of agent call activity, not a measure of call duration. Session Minutes are defined in Section 1.0.

1. Monthly Call Volumes by Jurisdiction

Monthly number of Minnesota Relay calls by the following jurisdiction, shown as number completed, number uncompleted (inbound calls with no completed outbound call, e.g., busy, no answer), and total. Sequential relay calls placed on behalf of a single inbound call shall be counted as the number of separate outbound calls.

- a. Local relay calls: Minnesota Relay calls in the same local calling area regardless of whether the call crosses an in-state LATA boundary.
- b. IntraLATA relay calls: intrastate Minnesota Relay calls that are within the same LATA, but not the same local calling area.
- c. InterLATA relay calls: non-local, intrastate Minnesota Relay calls between different LATAs.
- d. Interstate calls: Minnesota Relay calls between Minnesota and a different state within the United States, including the District of Columbia.
- e. International calls: Minnesota Relay calls between Minnesota (United States) and another country.
- f. Toll-free calls: Minnesota Relay calls to toll-free numbers, e.g., 800 numbers.
- g. 900 number calls: Minnesota Relay calls to 900-type NPA service numbers.

- h. Directory Assistance calls: Minnesota Relay calls to Directory Assistance.
  - i. Operator Services calls: To the extent that information is available, report the number of Minnesota Relay calls where the outbound call is placed by operator services, such as by a LEC, CLEC or wireless carrier.
  - j. No location calls: To the extent that information is available, report the number of Minnesota Relay calls where the location, e.g., as determined by NPA/NXX, of either the caller or the called party remained unknown, as possibly in an Internet call, and which is neither a toll-free call, a 900 number call, nor a Directory Assistance call. (Internet calls where the Internet party's location was determined shall not be included in this category, and instead shall be included in one of the above categories.)
  - k. Monthly totals: Total completed and uncompleted Minnesota Relay calls, lines a through j above.
2. Monthly Call Volumes by Inbound Dialed Number
- Report separately for each inbound number dialed by callers to access Minnesota Relay services (e.g. 800 number, and by inbound URL accessed, with the purpose of the inbound number or URL indicated, such as "800-NXX-XXXX – STS" or "800-NXX-XXX – 711") the following:
- Number of inbound calls
  - Number of completed calls
  - Number of blocked calls
  - Number of abandoned calls
  - Number of conversation minutes
  - Number of session minutes
  - Percentage of total number of inbound calls
  - Percentage of total number of conversation minutes
3. Monthly Volumes of Completed Calls by Type of Call
- Number of completed Minnesota Relay calls during the month, *by type of call, in all languages offered*, reported separately as inbound and outbound, indicating daily totals and monthly totals. Sequential calls shall be reported as a single inbound and multiple outbound, e.g., a single inbound TTY call associated with three outbound voice calls shall be reported as one inbound TTY call and three outbound voice calls. Conference calls (calls involving two or more outbound calls simultaneously connected to the inbound caller) shall be counted as a single call. Two-line calls, such as 2LVCO, shall be counted as a single call. The number of inbound and outbound calls per type shall also be shown as a percentage of the total number of inbound calls and as a percentage of the total number of outbound calls, respectively. All totals shall be reported separately for each of the following call types:
- a. TTY: all Minnesota Relay calls using any form of TTY, including Baudot, Tubocode®, HCO, VCO, 2LVCO, etc., with the exception of TTY's transmitting in ASCII.
  - b. Voice: all voice-only calls using both speech and hearing, separately showing voice carried over the public switched telephone network and voice carried over the Internet (VoIP), except for STS calls.
  - c. ASCII: all Minnesota Relay calls transmitting in ASCII regardless of speed, including TTYs communicating in ASCII.
  - d. STS: all Minnesota Relay calls using Speech-to-Speech service.



- e. Captioned telephone VCO: all Minnesota Relay calls using captioned telephone VCO service.

4. Monthly Volumes of Completed VCO Calls

Monthly volumes of all completed Voice-Carry-Over (VCO) Minnesota Relay calls by type of call, in all languages offered, reported as inbound and outbound.

Where VCO is used only on either the inbound or outbound portion of the completed relay call, only the VCO portion of the relay call shall be reported. In other words, this report shall only show VCO calls. Conference calls involving VCO shall only be counted as a single call. 2LVCO calls shall be counted as a single call. The number of inbound and outbound VCO calls per type shall also be shown as a percentage of the total number of inbound VCO calls and as a percentage of the total number of outbound VCO calls, respectively. These totals shall also be reported.

- a. TTY: all Minnesota Relay VCO calls using a TTY, with the exception of VCO TTY's transmitting in ASCII.
- b. ASCII: all Minnesota Relay VCO calls transmitting in ASCII regardless of speed, including TTYs communicating in ASCII.
- c. STS: all Minnesota Relay Speech-to-Speech calls where the STS CA did not voice for the speech disabled party, i.e., the STS CA stayed on the line in case voicing was necessary, but STS voicing was not used.

5. Monthly Volumes of Completed HCO Calls

Monthly volumes of all completed Hearing-Carry-Over (HCO) Minnesota Relay calls by type of call, in all languages offered, reported as inbound and outbound. Where HCO is used only on either the inbound or outbound portion of the completed relay call, only the HCO portion of the relay call shall be reported. In other words, this report shall only show HCO calls. Conference calls involving HCO shall only be counted as a single call. 2LHCO calls shall be counted as a single call. The number of inbound and outbound HCO calls per type shall also be shown as a percentage of the total number of inbound HCO calls and as a percentage of the total number of outbound HCO calls, respectively. These totals shall also be reported.

- a. TTY: all Minnesota Relay HCO calls using a TTY, with the exception of HCO TTY's transmitting in ASCII.
- b. ASCII: all Minnesota Relay HCO calls transmitting in ASCII regardless of speed, including TTYs communicating in ASCII.
- c. STS: all Minnesota Relay Speech-to-Speech calls where the STS CA relayed in voice to *the speech disabled party*, i.e., did not type or use ASL (this should be the majority of STS calls.)

6. Monthly Volumes of Completed Spanish Calls

Monthly number of completed Minnesota Relay calls in Spanish by type of call reported as inbound and outbound. Sequential calls shall be reported as a single inbound and multiple outbound, e.g., a single inbound Spanish TTY call associated with three outbound Spanish voice calls shall be reported as one inbound Spanish TTY call and three outbound Spanish Voice calls. Conference calls shall be counted as a single call. Two-line calls, such as 2LVCO, shall be counted as a single call.

The number of inbound and outbound Spanish calls per type shall also be shown as a percentage of the total number of inbound Spanish calls and as a percentage of the total number of outbound Spanish calls, respectively. These totals shall also be reported.

- a. TTY: all Minnesota Relay Spanish calls using any form of TTY, including Baudot, Tubocode®, HCO, VCO, 2LVCO, etc., with the exception of TTY's transmitting in ASCII.
  - b. Voice: all Spanish voice-only calls using both speech and hearing, including Voice-over-IP (VoIP), except STS calls.
  - c. ASCII: all Minnesota Relay Spanish calls transmitting in ASCII regardless of speed, including TTYs communicating in ASCII.
  - d. STS: all Minnesota Relay Spanish calls using Speech-to-Speech services.
  - e. Captioned telephone VCO: all Minnesota Relay Spanish calls using captioned telephone VCO services.
7. Monthly Speech-to-Speech Call Detail  
Report the number of completed Minnesota Relay calls that use STS services by day of the month. A single STS call between two STS users (inbound STS and outbound STS) shall be counted as one call. A completed Minnesota Relay call with either the inbound caller or the outbound called party requiring STS shall be counted as a single STS call.
8. Monthly Volume of Emergency Calls  
Report the total number of completed Minnesota Relay calls placed to Public Safety Answering Points (PSAPs) per Section 6.8 during the month, and by day of the month indicating the subtotal number of emergency calls relayed by the CA and the subtotal number directly transferred to the PSAP.
9. Monthly Average Length of Calls  
Report the average length of the month's sum-total of all completed Minnesota Relay calls in session minutes and conversation minutes. Report the average length of completed relay calls during the month by each type of inbound call where the inbound portion of the relay call was TTY, Voice, ASCII, STS, and captioned telephone VCO using call type definitions of Section 6.9(K)(3).
10. Monthly Minnesota Relay Call Volumes by Center  
Number of Minnesota Relay calls handled at each relay center handling Minnesota Relay calls, indicating the following:
- Monthly inbound calls
  - Monthly outbound calls
  - Monthly blocked calls
  - Monthly abandoned calls
  - Monthly total calls
  - Monthly conversation minutes
  - Monthly session minutes
  - Monthly total Minnesota Relay calls handled at each center, reported as the number of calls and as a percentage of Minnesota Relay's overall total monthly call volume.



11. **Monthly In-State Center Call Volumes**  
Number of non-Minnesota Relay calls, by state, handled at the Minnesota in-state center, indicating the following:
  - Monthly inbound calls
  - Monthly outbound calls
  - Monthly blocked calls
  - Monthly abandoned calls
  - Monthly total calls
  - Monthly conversation minutes
  - Monthly session minutes
  - Percentage of total calls, by state, handled at the Minnesota in-state center based on the center's overall total monthly call volume.
12. **Daily Average Speed of Answer**  
Separately report the average speed of answer (ASA) for each day of the calendar month, by each type of inbound call, in all languages offered, where the inbound portion of the relay call was TTY, Voice, ASCII, STS, captioned telephone VCO and any other type of Minnesota Relay calls, using the call type definitions in Section 6.9(K)(3). Also report, for each calendar day, the ASA for all Minnesota Relay calls combined. Totals shall not be averages of subtotals. Only report ASA of Minnesota Relay calls. Refer to RFP Sections 1.0 and 5.30(C) for a definition of ASA.
13. **Daily Average Blockage Rate**  
Separately report the average blockage rate for each day of the calendar month, by each type of inbound call, in all languages offered, where the inbound portion of the relay call was TTY, Voice, ASCII, STS, captioned telephone VCO and any other type of Minnesota Relay call, using call type definitions in Section 6.9(K)(3). Also report, for each calendar day, the average daily blockage rate for all Minnesota Relay calls combined. Totals shall not be averages of subtotals. Only report blockage rates of Minnesota Relay calls. Blockage rates shall be reported showing the number of calls offered, the number of calls rejected (blocked), and the percent blocked. Refer to Section 1.0 for a definition of blockage rate.
14. **Inbound Call Volumes by NPA**  
For all Minnesota Relay calls, and for each of the call types listed in Section 6.9(K)(3), report the monthly volume of inbound calls by originating NPA sorted by descending order of frequency, shown as number of inbound calls and by percentage of the total number of calls.
15. **Call Length**  
Report the total daily and monthly number of outbound calls of the following lengths:
  - <5 minutes
  - 5+ to 10 minutes
  - 10+ to 20 minutes
  - 20+ to 30 minutes
  - 30+ to 40 minutes
  - 40+ to 50 minutes
  - 50+ to 60 minutes
  - 60+ minutes

#### **6.10 Invoices**

Monthly invoices are to be provided to the State no later than the 15<sup>th</sup> calendar day following the month of service or on the next State workday if the 15<sup>th</sup> falls on a weekend

or holiday. The accounting period used to prepare monthly invoices shall be the calendar month. Payment shall not exceed the prices contained in the Contract. The invoice and supporting documentation shall be prepared in such a way as to allow the State to audit the invoice. At the discretion of the State, payment of an invoice may be delayed without penalty to the State when the invoice is not supported by the reports required in Section 6.9, or if invoices are incomplete or incorrect. Payment is subject to any adjustments permitted under the Contract.

Usage figures are subject to audit and adjustment at any time. Any expenditure not properly invoiced by the Contract Vendor and submitted to the State within 45 days of the end of the fiscal year in which the expense was incurred will not be reimbursed by the State (State fiscal year is July 1 through June 30<sup>th</sup>).

The Contract Vendor shall work with the State to develop an acceptable format for the monthly invoice.

The Contract Vendor shall provide the name and contact information of the person with whom the State shall correspond regarding invoice and billing issues.

#### **6.11 Access to Minnesota Relay Center**

##### **A. State Access to Center**

The Contract Vendor shall allow the State's designee(s) complete and unimpeded access to the Minnesota Relay center on a 24 hour-per-day, 365 days-per-year basis. The State shall attempt to provide the successful responder with 24 hour advanced notice of intent to access the Minnesota Relay center. If 24 hour advanced notice is not possible, the Contract Vendor shall provide the State with contact information (phone, cell, pager) appropriate to ensure immediate access to the Minnesota Relay center.

The Contract Vendor shall allow the State's designee(s) access to observe staff training, testing, and relay call processing.

##### **B. Performance Monitoring**

The Contract Vendor shall permit the State's designee(s) to monitor all activities conducted by the Contract Vendor. Such monitoring may consist of evaluation of internal operating and management procedures, examination of program data, special analyses, on-site visits, formal audit examinations, or any other reasonable procedures.

The State may utilize and observe the Contract Vendor's technique for assuring the accuracy of relayed communications, CA procedures, training procedures, office procedures and testing procedures. The State may arrange for calls to test the accuracy of relayed communications or other factors relating to full and equal access without the permission of, or advanced notice to, the Contract Vendor or the CA involved. Calls may be placed at any time, and will not be identified as test or monitoring calls. The State may ask consumers to maintain a written copy of relayed conversations to assist in monitoring.

##### **C. Access to Minnesota Relay Offices by Telephone**

Telephone calls to the Minnesota Relay center's business offices shall be answered "Minnesota Relay", followed by the name of the person answering the call or the appropriate department (i.e. "Minnesota Relay, this is Mary" or "Minnesota Relay Human Resources").



D. Written Communication

Letterhead used for Minnesota Relay businesses such as customer contact, shall be that of Minnesota Relay, not the Contract Vendor's business letterhead. The Contract Vendor's name or logo may appear as the provider of Minnesota Relay in smaller font to clearly indicate that it is correspondence from Minnesota Relay. Minnesota Relay letterhead is subject to the approval of the State.

**6.12 Contract Manager**

The Contract Vendor shall designate a Minnesota Relay Contract Manager to serve until the expiration of the Contract or the designation of a substitute Contract Manager. The State reserves the right to disapprove the Contract Vendor's designation of Contract Manager for cause. The State is not requesting a full-time account manager; the Contract Manager will simply serve as the main point of contact between the State and the Contract Vendor.

The Contract Manager shall be available to meet with the TAM administrator and/or other State departmental staff as requested to review and plan the services being provided under the Contract, and shall work with the State on Contract issues.

Information requested by the State is to be provided to the Contract Manager by all of the Contract Vendor's departments that support any area of Minnesota Relay in an *expeditious and efficient manner* to avoid the need for escalation of problems.

If requested, the Contract Manager shall provide additional information or reports regarding the services provided under the Contract for review by the TAM administrator.

In its proposal, the responder should identify the person it will designate as the Contract Manager if awarded the Contract, including the person's qualifications, experience, education and training.

**6.13 Transition Plan for Service Start-up**

The commencement date for providing Minnesota Relay services is July 1, 2006. Responders shall provide a transition plan showing how they can meet that deadline and shall provide a statement that they can provide the complete service by that date.

The responder shall include in the plan details on how transition from existing service to the new service will be accomplished, and a time-line with critical dates for major steps in the implementation process from Contract award through full implementation. A more specific time-line will be required after the Contract is awarded.

The Contract Vendor may process calls through other centers during the transition period. As of 120 days after Contract start calls must be processed through the Minnesota Relay center (see Section 5.2). Inability to meet specified requirements may result in liquidated damages assessed in accordance with Section 8.7(A).

#### **6.14 Other Services**

The description of services required in Sections 5.0, 6.0 and 7.0, is a minimum list. The responder may describe other services or service enhancements it offers or intends to offer during the term of the Contract that are not already described elsewhere. Other services or service enhancements not described in this RFP must be clearly labeled as such. The responder shall clearly distinguish between services and enhancements it already offers and those it intends to offer. Descriptions falling into the latter category shall include a conservative projection of when the responder believes it will roll out the described service or enhancement.

If the responder includes other services or service enhancements it already offers in its proposal, the responder shall include a cost proposal that excludes them, and a cost proposal that includes them. If the responder includes more than one other service or service enhancement it already offers, it shall separately price each such other service or service enhancement. The separate cost proposals shall be submitted in one envelope as provided in Section 3.3.

#### **6.15 Transaction at Contract Conclusion**

The State has a duty to provide Telecommunications Relay Services on a continuous basis. It is critically important that at the conclusion of this Contract, in the event a new Contract Vendor is selected to provide relay service in Minnesota, that the Contract Vendor cooperate fully with the State and the new Contract Vendor to accomplish a seamless transition. The Contract Vendor must agree to extend its best efforts in accomplishing that goal. All customer-specific information acquired or developed by the Contract Vendor in providing relay services under the Contract that relates to the provision of relay services in Minnesota shall be the property of the State. Upon a State request during a transition at the conclusion of the Contract, the information shall be provided to the State in a timely manner, in order to allow the new Contract Vendor to use the information to serve Minnesota Relay customers.

Customer Preference data shall be transferred to the incoming provider, in a usable format, at least 60 days prior to the outgoing provider's last day of service.

### **7.0 OUTREACH REQUIREMENTS**

#### **7.1 Outreach Program Overview**

The Contract Vendor shall implement a comprehensive statewide outreach program to educate all people about, and promote, Minnesota Relay services. Each proposal shall demonstrate how the responder will maintain a continuing outreach program during the Contract period for the entire state of Minnesota and shall include an outline of the major points to be included in the outreach program. The outreach program shall include, but not be limited to distribution of informational pamphlets, consumer training, presentations, exhibitions, meetings with consumer organizations, and other similar forms of consumer contacts. The outreach program staff shall also serve as the point of contact for Minnesota consumers who have questions, concerns, complaints, commendations, etc. Outreach efforts shall be tailored to effectively target appropriate demographics, including deaf, deaf-blind, hard-of-hearing, late-deafened, speech-disabled, hearing consumers and businesses. The Contract Vendor shall work with the State in the development of outreach materials and programs.

#### **7.2 Annual Outreach Plan and Monthly Outreach Activity Reports**

The Contract Vendor shall provide the State with an annual outreach plan and monthly outreach activity reports in accordance with Section 6.9(I) and (J).



### **7.3 Minnesota Relay Consumer Relations Office**

The Contract Vendor shall provide the statewide community and business outreach program via a Minnesota Relay Consumer Relations Office (CRO). The Contract Vendor shall use the existing state-owned, nationwide toll free number (800-657-3775) for the CRO.

The Contract Vendor shall supply all necessary resources to allow the CRO to provide comprehensive and effective outreach programs. Resources shall include but not be limited to: adequate travel budget, office furniture, office equipment (computers/software, printer, fax machine, photo copier, telecommunications devices, etc.), computer support, office supplies, services (telecommunications, Internet access, sign language interpreters, education and training, etc.); and outreach materials (demonstration equipment, laptop computer, overhead or PowerPoint projector, overhead or PowerPoint presentations, television and VCR, etc.). The Contract Vendor shall also provide a secure location for CRO staff to store confidential program information.

The CRO shall answer all phone calls as "Minnesota Relay Consumer Relations Office". Letterhead used for all CRO correspondences shall be that of Minnesota Relay, not the successful responder's business letterhead. The Contract Vendor's name or logo may appear as the organization under Contract for the operation of Minnesota Relay in smaller font to clearly indicate that it is correspondence from Minnesota Relay. Minnesota Relay letterhead is subject to the approval of the State.

Responders shall indicate where the CRO office(s) will be located.

### **7.4 Minnesota Relay Consumer Relations Office Staff (Outreach Specialists)**

While conducting Minnesota Relay outreach, CRO staff shall not commingle duties with other business operations performed by the Contract Vendor, including the promotion of other business operations and/or Telecommunications Relay Services available but not contracted for by the State. At least one outreach specialist shall have the ability to sign fluently to ensure full understanding and communication with deaf users.

Responders shall demonstrate how CRO staff will meet the following requirements:

1. Be available via Internet access.
2. Have appropriate initial and continuing training to ensure they are knowledgeable of, and experienced with, all forms and functions of Minnesota Relay services.
3. Be familiar with the various telecommunications devices that may be used to access Minnesota Relay so they can provide consumer training.
4. Have a comprehensive understanding of Title IV of the Americans with Disabilities Act, FCC 47 C.F.R. § 64.601 - 64.605, and Minnesota Statute § 237.50 – 237.56.
5. Answer consumer questions and concerns regarding Minnesota Relay services.
6. Explain procedures for filing a complaint or commendation regarding Minnesota Relay.
7. Receive, document, track, resolve and report consumer complaints in accordance with the requirements specified in Sections 6.7 and 6.9(B).
8. Receive, document and report commendations in accordance with the requirements specified in Sections 6.7 and 6.9(B).
9. Contact organizations to schedule presentations and/or to provide them with written information on Minnesota Relay services.
10. Provide outreach and training services statewide.
11. Appropriately tailor presentations to meet the specific and unique needs of audience.
12. Explain procedures for using Minnesota Relay services.
13. Explain common problems experienced by relay users and how to resolve these issues.

14. Explain the 7-1-1 dialing shortcut and other Minnesota Relay phone numbers.
15. Explain procedures for submitting Customer Preference information.
16. Explain how users may request their long distance carrier of choice (COC) via their Customer Preference information or by a direct request to the CA at the time of the call.
17. Encourage all users to call 9-1-1 in the event of an emergency.
18. Distribute Minnesota Relay brochures and informational packets.
19. Be familiar with the availability and functions of the Minnesota Telephone Equipment Distribution (TED) Program, and distribute TED Program brochures and applications to consumers as appropriate. (Brochures and applications will be provided to the CRO by the TED Program).
20. Coordinate joint outreach with the Minnesota Telephone Equipment Distribution Program when appropriate.
21. Maintain an outreach database that includes the name and address of outreach activity location, contact name, contact phone number, e-mail address, type of presentation or outreach activity, number of participants, date and purpose of follow-up contact(s), and any additional information requested by the State. The outreach database shall be transferred in an electronic format to the State upon termination of this Contract.
22. Serve as outreach liaison to the State. Work closely with, and under the direction of the TAM administrator to ensure outreach goals are met and that outreach activities are comprehensive, appropriate, and serving the best interest of Minnesota consumers.
23. Attend meetings and provide presentations upon request by the State.
24. Notify TAM administrator of promotional events planned for groups of 50 or more people.
25. Explain the relationship between the TAM program within the Minnesota Department of Commerce as the provider of Minnesota Relay services and the successful responder as the organization under Contract for the operation of Minnesota Relay and the Minnesota Relay Consumer Relations Office.

## **7.5 Outreach Activities**

The Consumer Relations Office shall perform a minimum of 30 outreach activities per month. Outreach activities should include, but not be limited to, the following:

1. Conducting one-on-one training sessions for individuals who are having trouble using specialized telephone equipment (e.g. TTY's, amplified telephones, Voice Carry Over telephones, captioned telephones).
2. Conducting presentations, demonstrations, and training for deaf, deaf-blind, hard-of-hearing, late-deafened and speech disabled persons as well as their friends, family and caregivers.
3. Conducting presentations, demonstrations, and training for voice users, businesses, organizations and schools.
4. Conducting "drop-in" visits at appropriate organizations. Outreach specialists shall stop by other organizations located in the same area that a scheduled presentation is being given and offer "on the spot" training and relay outreach informational packets to appropriate individuals within the organization.
5. Conducting presentations to American Sign Language class students.
6. Maintaining regular contact with and provide training to persons and agencies in a position to assist and refer potential relay users including, but not limited to, Department of Human Services, Department of Human Rights, Department of Veterans Affairs, Department of Education, State Council on Disabilities, State Services for the Blind, Minnesota Board on Aging, Minnesota Commission Serving Deaf and Hard of Hearing People, Minnesota WorkForce Center, Independent Living Council, Minnesota Telecom Alliance, West Central Telephone Association, emergency services providers, health care providers, medical facilities, social workers, deaf and hard-of-hearing associations and clubs, community action



- programs, educational facilities serving students with hearing disabilities, rehabilitation services, senior centers, assisted living facilities, libraries, religious organizations, and major employers.
7. Providing and staffing booths at exhibitions, conferences, and fairs.
  8. Attending consumer social events (deaf, deaf-blind, hard of hearing, late-deafened and speech disabled), with the expressed purpose of soliciting consumer feedback, answering questions, and providing information on Minnesota Relay services. Social event outreach shall be limited to **no more than one (1) event** per month.
  9. Attending a minimum of one Deaf and Hard of Hearing Services Division Advisory Committee meeting per region, per year. There are currently six (6) regional advisory committees.
  10. Create opportunities for television and radio news coverage, such as appearances on early morning and noon news programs and on local cable television programs.

Responders shall provide information on staffing the CRO to meet objectives, and should include an outline of the major points to be included in the development and execution of basic outreach activities.

A. Business Outreach

The Contract Vendor shall provide a comprehensive outreach plan to educate Minnesota businesses on taking and placing relay calls, thus reducing or eliminating the hang ups that Minnesota relay users experience when conducting business by phone. Responders shall include an outline of the major points to be included in the development and execution of a statewide business awareness outreach program.

B. Speech-to-Speech Outreach

Speech-to-Speech (STS) outreach activities shall include, but not be limited to, the following:

1. Contacting organizations (hospitals, nursing homes, and rehabilitation facilities) to schedule presentations and/or to provide printed materials on STS.
2. Performing one-on-one training with first time STS users, personal care attendants and speech pathologists.
3. Conducting training and providing information to ensure that usage of STS relay is fully incorporated in the Individual Education Plans (IEPs) of all speech-disabled persons within Minnesota's public and private school systems.
4. Conducting "drop-in" visits to speech-disability related organizations.

Responders shall include an outline of the major points to be included in the development and execution of a statewide STS outreach program.

C. Captioned Telephone VCO Service Outreach

Captioned telephone VCO outreach activities shall include, but not be limited to, the following:

1. Contacting organizations (medical professionals, nursing homes, senior centers, social services, private employers, etc.) to schedule presentations and/or to provide printed materials on captioned telephone VCO service.
2. Performing one-on-one training with first time captioned telephone VCO users.

Responders shall include an outline of the major points to be included in the development and execution of a statewide captioned telephone VCO outreach program.

**D. State Fair**

The Contract Vendor shall provide a Minnesota Relay booth at the annual Minnesota State Fair. The State Fair runs for 12 days each summer (anticipated dates for 2006 are August 24 – September 4). The Minnesota Relay booth is located in the Education building. The Contract Vendor shall be responsible for the following:

- Booth shall be staffed by two people; one person must be fluent in ASL and one person must be hearing; all staff must have extensive knowledge of Minnesota Relay functions and telecommunications equipment necessary to access relay. The booth must be continually staffed from building open to close (9:00 a.m. through 9:00 p.m.).
- Telecommunications equipment shall be available to demonstrate relay calls (e.g. TTY, captioned telephone VCO).
- A TV and VCR shall be available to display Minnesota Relay educational videos.
- Interpreters (as necessary).
- Staff will distribute brochures and promotional giveaways.
- Booth shall display appropriate Minnesota Relay signage.

The Contract Vendor shall be responsible for all costs associated with the State Fair booth with the exception of promotional giveaways, brochures, informational videos, display boards and signs, which are to be provided by the State. A partial list of anticipated State Fair booth expenses is provided below. This list is not intended to represent all costs associated with the provision of a Minnesota Relay booth at the Minnesota State Fair. Prices, if provided, are approximations and cover the cost for the entire 12 days of the fair, unless noted otherwise.

- Booth cost: \$750
- Electricity: \$25
- Booth furnishings rental (tables, chairs, trash bin): \$300
- Admittance tickets: advanced sale discount tickets are \$7.00 per person (booth staff and interpreters are required to pay daily admission).
- Parking: rate is \$9.00 or one advanced sale discount ticket (i.e. \$7.00).
- Booth staff
- Interpreters (as necessary)
- Travel and meal per diems (if applicable)

**7.6 Outreach Material Provided by Contract Vendor**

The Contract Vendor shall work with the State in the development of outreach materials to ensure consistency with program goals and provide continuity throughout all program materials. The State shall retain editorial control, and must pre-approve all outreach materials. Material produced without the State's pre-approval shall not be the financial responsibility of the State, and the State reserves the right to require the successful responder to correct any erroneous or inaccurate material at the Contract Vendor's expense.

Outreach materials shall target both communications impaired and non-communications impaired persons, and shall be made available upon request in alternate formats (e.g. Braille, large print, audio tape, Spanish, etc.).

Outreach materials to be developed and provided by the Contract Vendor shall include, but are not limited to:

1. Minnesota Relay informational packets



2. Business informational packets
3. PowerPoint presentations
4. Customer Preference forms
5. Consumer Contact form for Complaints and Commendations

**The Contract Vendor will not be required to develop and maintain a Minnesota Relay Web site.**

Responders shall detail outreach materials to be provided, and shall provide an explanation and/or example of such materials.

#### **7.7 Advertising and Public Relations (Separate Recoverable Costs)**

The State may request the Contract Vendor to develop and provide various advertising and public relations materials. The State reserves the right to individually review potential advertising and public relations opportunities proposed by the Contract Vendor and act only if it is in the best interest of the State to do so. Advertising and public relations expenses listed in this section are a separate recoverable cost. The Contract Vendor shall work with the State in the development of advertisements and public relations materials to ensure consistency with program goals and provide continuity throughout all program materials. The State shall retain editorial control, and must pre-approve all materials. Material produced without the State's pre-approval shall not be the financial responsibility of the State, and the State reserves the right to require the Contract Vendor to correct any erroneous or inaccurate material at the Contract Vendor's expense.

The Contract Vendor may be requested to provide appropriate and geographically diverse professional advertising and public relations materials including, but not limited to:

1. Minnesota Relay brochures (general Minnesota Relay, VCO, HCO, STS, captioned telephone VCO, Spanish language, etc.).
2. Educational videos.
3. Wallet cards for persons with hearing loss to give to hearing individuals. Cards shall explain relay services and provide information on how to place a relay call.
4. Promotional give-a-ways (such as ASL bookmarks, pens, magnets, etc.).
5. Outreach booth signage.
6. Print advertisements (newspaper, magazines, newsletters, and conference program books).
7. Press releases.
8. Newspaper articles.
9. TV and radio advertisements.
10. Public Service Announcements (PSAs).
11. Advertisement campaigns.

## **7.8 Cost**

The price for outreach shall be based on the activities and responsibilities described above and those stated in the responder's proposal (with the exclusion of Section 7.7, which is a separate recoverable cost). **The form in Attachment 5 must be used.**

Outreach objectives may change from year to year, necessitating an increase or decrease in certain outreach activities. If an activity is decreased or eliminated, the costs associated with the provision of the activity shall be diverted to a new outreach activity or to expand an existing activity.

## **8.0 TERMS AND CONDITIONS**

The following contractual terms and conditions relate to the RFP and will become the final Contract document relating to the provision of Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach services for the State of Minnesota.

### **8.1 Elements of the Contract**

The Contract shall consist of at least the following elements:

1. Agreement to Contractual Terms and Conditions (Transmittal Letter)
2. The Request for Proposal
3. Attachments to the Request for Proposal
4. Successful responder's proposal
5. Written clarifications of the RFP (if any)
6. Addendum(s) to RFP (if any)

### **8.2 Creation of Contract**

Acceptance of a proposal by the State is subject to confirmation and review and no Contract enforceable by the Contract Vendor is created until execution of a written Contract by the Contract Vendor and the State. The full execution of a written Contract shall constitute the making of a Contract for services and no responder shall acquire any legal or equitable rights relative to the Contract services until the Contract has been fully executed by the Contract Vendor and the State.

### **8.3 Acceptance of Proposal Contents/Exceptions and Alternative Solutions**

By submitting a proposal in response to this RFP, a responder, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract.

If a responder takes exception to this RFP, or has an alternative solution to present, the exceptions and alternative solutions must be listed in the proposal. The form in Attachment 3 must be used for listing exceptions. Responders shall list each exception and full description for the State to consider. Exceptions listed elsewhere in the proposal shall be reiterated on this form. If a responder has not listed an item on the exceptions form and provided an alternative solution in its proposal, the State will not negotiate Contract language regarding the item after the notice of intent to award the Contract is issued.

The State reserves the right to accept or reject any exception taken by the responder to the terms and conditions of this RFP. Should the responder take exception to the terms and conditions required by the State, the responder's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with the responder regarding its exception(s) to the RFP or Contract terms.



In response to an RFP requirement, the responder may choose to offer the State an alternative solution either in addition to, or instead of, the RFP solution. Both the RFP solution and the alternative solution must be clearly identified as such. However, if the alternative solution makes the responder's proposal so divergent from the RFP and other proposals that a fair comparison becomes impossible, the State will either disregard the alternative solution, or inquire of other responders whether they will offer the alternative solution as well.

If the responder offers an alternative solution that is in addition to the RFP solution, the responder shall include a price proposal that excludes the alternative solution, and a price proposal that includes the alternative solution as well as the RFP solution. The separate price proposals shall be submitted in one envelope as provided in Section 3.1.

The State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interest will be served.

#### **8.4 Prime Contractor and Subcontractor**

The responder warrants that it is the prime Contractor for the services solicited in this RFP. The responder further warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business for the sole interest of the responder. In the event of breach of this paragraph, which shall be considered a material term of this Contract, the State shall have a right to liquidated damages in the sum of \$100,000. Such damages are not a penalty and would be assessed only because the monetary damage to the State's competitive bidding process resulting from breach of this paragraph is difficult, if not impossible, to measure.

The Contract Vendor may change subcontractors during the life of the Contract. The State shall retain the right to approve all subcontracts entered into by Contract Vendor for the purpose of completing the provisions of any Contract between the State and the Contract Vendor that results from this RFP. All records relating to subcontracts shall be available for audit or examination.

#### **8.5 Term of Contract**

Effective date: The Contract shall begin on July 1, 2006, or the date the State obtains all required signatures under Minnesota Stat. § 16C.05, Subd. 2, whichever is later. The Contract Vendor must not begin work under this Contract until this Contract is fully executed and the Contract Vendor has been notified by the State's Authorized Representative to begin the work.

Expiration date: The Contract award will be for an original term of five years, and the State shall have discretion to offer the Contract Vendor the option of renewing the Contract for up to 60 months, upon mutual agreement of the Contract Vendor and State.

#### **8.6 Time**

The Contract Vendor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

#### **8.7 Liquidated Damages**

Inability to meet specified requirements may result in liquidated damages. The amount of the liquidated damages will be deducted from the monthly invoice submitted by the successful responder.

The State shall notify the Contract Vendor in writing of any claim for liquidated damages on or before the date the State deducts such sums from money payable to the Contract Vendor.

A. Failure to Begin Services as Specified

The Contract Vendor's ability to provide Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach in Minnesota by July 1, 2006, is essential. In the event the Contract Vendor fails to begin service as specified in this RFP, liquidated damages shall be assessed. For every day the service is delayed, the Contract Vendor shall pay to the State the sum of \$5,000 per calendar day.

B. Failure to Provide Services for the Life of the Contract

If the Contract Vendor fails to provide contracted services for the life of the Contract, the State reserves the right to require the payment by the Contract Vendor of liquidated damages in the amount commensurate with the duration and extent of the system deficiencies.

C. Failure to Respond to Relay Outage

If the Contract Vendor fails to respond to any relay outage or other major or minor failure within the stated response time as specified in the Contract Vendor's proposal or disaster recovery plan, or if not specified in the Contract Vendor's aforementioned documents, within a reasonable amount of time as determined by the State on a case-by-case basis, the Contract Vendor will be assessed penalties in the amount of \$2,000 per incident.

D. Failure to Restore Services

If the Contract Vendor fails to restore Minnesota Relay services, or provide a reasonable substitute meeting the approval of the State, the State will be entitled to liquidated damages of \$25,000 per calendar day and/or the exercise of any and all remedies available by law. This may include termination of the Contract for material breach of the terms and conditions of the Contract.

E. Failure to Provide Consumer Relations Office and Outreach Services as Specified

If the Contract Vendor fails to provide a Minnesota Relay Consumer Relations Office in conformance with Section 7.3 and the Contract Vendor's proposal, or fails to conduct a statewide community outreach program in conformance with Section 7.0 and the Contract Vendor's proposal, the State may notify the Contract Vendor of the violation(s), request a response, and request a meeting to discuss the violation(s). If, in the opinion and at the sole discretion of the State, the Contract Vendor continues its failure, the State may terminate the Outreach Program within the Contract and reduce payment to the Contract Vendor by the total annual cost of the Outreach Program requested in Section 7.0.

## **8.8 Notice of Default and Opportunity to Cure**

The State shall issue a written notice of default providing therein for a fifteen (15) day period in which the Contract Vendor shall have an opportunity to cure. Time allowed for cure of a default shall not diminish or eliminate the Contract Vendor's liability for liquidated damages. If, after opportunity to cure, the default remains, the State may do one or more of the following:

- Exercise any remedy provided by law.
- Terminate the Contract Vendor's services.
- Seek liquidated damages from the Contract Vendor, as described in Section 8.7.



**8.9 Default Remedies of the Vendor**

Should the Contract Vendor consider the State to be in default of its obligations, the Contract Vendor shall issue a written notice of default providing therein for a thirty (30) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Contract Vendor may exercise any remedy provided by law.

**8.10 Continuation of Service after Termination Notice**

In the event the Contract Vendor notifies the State that it intends to exercise its right to terminate this Contract, the Contract Vendor shall, at the request of the State, continue the operation of Minnesota Relay services for up to one hundred and twenty (120) days after the date of its notification to terminate or until another provider is able to take over operation of relay services, whichever occurs first. The State will reimburse the Contract Vendor for expenses incurred during the extended period of operation beyond the Contract termination notification date.

**8.11 Waiver**

If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

**8.12 Contract Complete**

This Contract contains all negotiations and agreements between the State and the Contract Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

**8.13 Fines by Federal Communications Commission**

In the event the Federal Communications Commission (FCC) levies a fine for not complying with FCC rules and regulations, the Contractor will be responsible for paying the fines and shall indemnify the State of Minnesota and the local exchange carriers of Minnesota for any fines related to the failure of the Telecommunications Relay Services to comply with federal service standards. Any such indemnification shall be funded with monies other than those provided by the State of Minnesota.

The State will have the authority to determine the responsibility for any fines assessed and to divide aforementioned damages accordingly.

**8.14 Consideration and Payment**

**A. Consideration**

The State will pay for services performed by the Contract Vendor under this agreement as follows:

1. Compensation. The Contract Vendor will be paid in accordance with the breakdown of costs as set forth in Attachment 5.
2. Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contract Vendor as a result of this Contract will not exceed \$0.00; provided that the Contract Vendor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The State will pay the recurring costs for Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach following the acceptance and startup of the service. The amount paid for any element of any service shall be included in the Contract as is provided in the responder's cost proposal.

The State will not pay one-time costs at the time of installation; all such non-recurring costs are to be included in the per-minute payments.

**B. Payment**

In accordance with Minn. Stat. 16A.124, the State shall pay the Contractor within thirty (30) days following the receipt of the undisputed invoice for the completed delivery of the product or service.

1. **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the schedule set forth in RFP Section 6.10.
2. **Retainage.** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the Contract.

**8.15 Payment to Subcontractors**

(If applicable) As required by Minn. Stat. § 16A.1245, the prime Contract Vendor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contract Vendor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**8.16 Conditions of Payment**

All services provided by the Contract Vendor under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contract Vendor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

**8.17 Authorized Representatives**

The State's Authorized Representative is Rochelle Renee Garrow, TAM Administrator, 85 Seventh Place East, Suite 600, St. Paul, MN 55101-3165, 651.297.8941, or her successor, and has the responsibility to monitor the Contract Vendor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. (Note: Responders are not to contact the State's Authorized Representative listed above during the RFP process).

The Contractor's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. If the Contract Vendor's Authorized Representative changes at any time during this Contract, the Contract Vendor must immediately notify the State.



**ATTACHMENT 1**

**RESPONDER'S REQUEST FOR DESIGNATION OF  
TRADE SECRET MATERIALS**

Any request for trade secret treatment of information as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37 shall be clearly marked in the responder's proposal with the legal basis of the request and the facts supporting the legal basis relied on. Requests for designation of trade secret material listed elsewhere in the proposal shall be reiterated on this form.

In the event of any ambiguity between request(s) for trade secret material designation on this form and those listed in the proposal, the information listed on this form will prevail.

<b>RFP Section Number</b>	<b>RFP Page Number</b>	<b>Justification for Trade Secret Material Designation</b>

Attach additional sheets if necessary. Please use this format.

**ATTACHMENT 2**

**TECHNICAL PROPOSAL COVER PAGE**

Full Name of Legal Entity Submitting Proposal: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

Person to Contact for Further Information: \_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT 3**

**RESPONDER'S EXCEPTIONS TO THE RFP**

If a responder takes exception to requirements of this RFP, the exception must be listed in the proposal. Exceptions listed elsewhere in the proposal shall be reiterated on this form. If a responder has not listed an item on this form the State will not negotiate Contract language regarding the item after the notice of intent to award the Contract is issued.

In the event of any ambiguity between the exceptions listed on this form and those listed in the proposal, the information listed on this form will prevail.

Responders shall list each exception and a detailed explanation for the State to consider.

Attach additional sheets if necessary. Please use this format.

RFP Section Number	RFP Page Number	EXCEPTION (Provide a Detailed Explanation)

**ATTACHMENT 4**

**COST PROPOSAL COVER PAGE**

Full Name of Legal Entity Submitting Proposal: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

Person to Contact for Further Information: \_\_\_\_\_

\_\_\_\_\_



## ATTACHMENT 5

### Cost Proposal

For the purpose of completing the cost proposal, the State **does not** make regular payments based upon the passage of time, it only pays for services performed or work delivered **after** it is accomplished.

The Responder should state, separately, pricing for the services listed below. The Responder shall include any necessary explanations of the price quoted. Session minutes of service, conversation minutes of service and billable minutes of service are defined in Section 1.0.

Item No.	Service	Price
1	Basic Relay Service: price-per-minute of service for <b>session</b> minutes.	\$
2	Basic Relay Service: price-per-minute of service for <b>conversation</b> minutes.	\$
3	Captioned Telephone VCO Service: price-per-minute of service for <b>session</b> minutes.	\$
4	Captioned Telephone VCO Service: price-per-minute of service for <b>conversation</b> minutes.	\$
5	Price for Outreach Services (Section 7.0) based on <b>a fixed price per contract year.</b>	\$
6	Price-per-minute of service for Basic Relay Service and Outreach Services based on <b>session</b> minutes.	\$
7	Price-per-minute of service for Basic Relay Service and Outreach Services based on <b>conversation</b> minutes.	\$
8	Other services/service enhancements not described in RFP (Section 6.14).	\$

# Appendix C

*Notices of Substantive Change to  
Minnesota's TRS Program*



March 13, 2003

To: Commission's Secretary, Office of the Secretary  
Federal Communications Commission  
9300 East Hampton Drive  
Capitol Heights, MD 20743

From: Jim Alan, Administrator  
Telecommunications Access Minnesota  
Minnesota Department of Commerce  
85 Seventh Place East, Suite 600  
St. Paul, MN 55101-3165  
651-297-4565 / 800-657-3599 (voice)  
651-297-3067 / 800-657-3603 (TTY)  
651-284-4107 (fax)

Re: Notification of Substantive Change to Minnesota's  
Telecommunications Relay Services Program

The Minnesota Department of Commerce-Telecommunications Access Minnesota (DOC-TAM) respectfully submits this notice of substantive change to Minnesota's Telecommunications Relay Services (TRS) program as required by the FCC's 47 C.F.R. § 64.605 (f).

On March 6, 2003, DOC-TAM contracted with Sprint Communications Company to conduct a nine-month trial of a promising new telecommunications device and service to be utilized by people who are deaf or hard-of-hearing and voice for themselves. The purpose of this trial is to evaluate the Captioned Telephone (CapTel) technology for potential use as an additional form for providing TRS in Minnesota.

CapTel functions much the same as a standard telephone to process a call. The user enters the phone number they want to call into the CapTel phone, which has a screen display similar to a TTY but no keyboard. The phone automatically dials the CapTel call center and transmits the called number. When the call is answered at the CapTel center, the outgoing dialing then automatically takes place. When connected to the called party, the CapTel user speaks directly to the called party as with a standard phone. When the called party replies, the voice (which can be amplified) is transmitted directly to the user, while simultaneously the incoming speech is displayed on the phone's display panel. The text version of the conversation is provided via the CapTel operator using the latest in speech-to-text technology similar to what is used in many court systems. The result is a seamless blending of voice and text with no interaction with an operator for either party.

Minnesota's CapTel Trial specifications are listed below:

***Trial Dates:*** April 1, 2003 to December 31, 2003.

***Hours of Operation:*** Initial hours that CapTel service will be available are:

7:00 AM to 10:00 PM Central Time, Monday through Friday

8:00 AM to 10 PM Saturday

1:00 PM to 10 PM Sunday

The service will not be available on major holidays. Hours of operation may increase as the trial develops.

***Equipment:*** A CapTel phone will be provided at no charge to each participant for use in the trial for the duration of the trial. Ownership of the telephone will remain with the Contractor and the telephones must be returned to the Contractor or its appointee upon the cessation of the trial (unless provisions for the purchase of the phones have been previously made).

***FCC Compliance:*** CapTel service is not currently considered by the FCC to be a form of TRS. Therefore the FCC's standard requirements for the provision of TRS do not apply to this trial.

***Service Level:*** The CapTel Trial service level does not meet all of the minimum requirements for TRS as mandated by the FCC. Because this is a trial and historical calling information is not available, no guarantee for average speed of answer/service level or blockage will be made.

***Emergency Calls:*** The handling of 911 emergency calls will not be provided through CapTel for this trial. The CapTel units are programmed to dial 911 directly, not through the CapTel service.

***Reporting:*** Reports on trial usage/customer feedback will be provided to the State with Sprint's standard monthly report.

***Confidentiality of Calls:*** All CapTel operators have been briefed on procedures for maintaining the confidentiality of calls. The CapTel service meets the confidentiality requirements for TRS.

***Requirements for Participants:*** Participants must agree to provide regular feedback through supplied questionnaires. Each participant will be required to sign a loan agreement for the equipment, and a waiver and release agreement concerning the service.

***Outreach:*** The Contractor will be responsible for contacting potential trial participants, for the distribution of CapTel phones and trial contracts to participants, and for providing all outreach/customer service assistance to trial participants.



**Compensation:** The State will pay Sprint for each session minute of use for the CapTel service by Minnesota users during the nine (9) month trial period. (Please note: On January 3, 2003, DOC-TAM was notified by Sprint that "NECA is now picking up interstate minutes and 51% of toll-free minutes...Minnesota will pay for the remaining minutes. This was communicated to and approved by the Fund Administrator (NECA)". On March 12, 2003, DOC-TAM was notified by Sprint that "There is no official document in place for CapTel reimbursement from NECA. Sprint was notified verbally. Since CapTel is in a trial state, the minutes submitted for reimbursement are viewed as TRS minutes and do not have their own reimbursement rates yet. At this time, NECA is reimbursing for CapTel, but reimbursement could stop anytime."

If you have any questions, or require additional documentation, please feel free to contact me at 651-297-4565 (voice) or 651-297-3067 (TTY).

Sincerely,

Jim Alan, Administrator  
Telecommunications Access Minnesota

June 4, 2004

To: Commission's Secretary, Office of the Secretary  
Federal Communications Commission  
9300 East Hampton Drive  
Capitol Heights, MD 20743

From: Rochelle Renee Garrow  
Telecommunications Access Minnesota  
Minnesota Department of Commerce  
85 Seventh Place East, Suite 600  
St. Paul, MN 55101-3165  
651-297-8941 / 800-657-3599 (voice)  
651-297-3067 / 800-657-3603 (TTY)  
651-284-4107 (fax)

Re: Notification of Substantive Change to Minnesota's  
Telecommunications Relay Services Program

The Minnesota Department of Commerce-Telecommunications Access Minnesota (DOC-TAM) respectfully submits this notice of substantive change to Minnesota's Telecommunications Relay Services (TRS) program as required by the FCC's 47 C.F.R. § 64.605 (f).

On February 1, 2004, DOC-TAM amended its current contract with Sprint Communications Company for the provision of captioned telephone service (CapTel) in order to transition CapTel from a limited "trial" service to being available to all Minnesotans 24 hours per day/365 days per year.

The current CapTel contract became effective February 1, 2004, and will expire on January 31, 2005. This Contract may be extended upon the mutual consent of both parties. The terms for the provision of captioned telephone service are subject to review and change upon such an extension.

CapTel service will comply with all TRS mandatory minimum standards that apply to captioned telephone VCO service in accordance with FCC 03-190, Declaratory Ruling under CC Docket No. 98-67, Released: August 1, 2003. CapTel service will also comply with any and all future rules promulgated by the FCC.

DOC-TAM, in association with our CapTel contractor, will comply with FCC 47 C.F.R. § 64.604 (c) (1) Consumer Complaint Logs and FCC 47 C.F.R. § 64.604 (c) (2) Contact Persons, and in doing so will provide CapTel consumers with clear access to complaint



reporting procedures and contact information and will receive, track, resolve and report all Minnesota captioned telephone consumer complaints.

In addition, DOC-TAM would like to notify the Commission of an administrative change within Minnesota's Telecommunications Relay Services. As of May 28, 2004, Jim Alan, TAM Administrator, is no longer employed in that position. New contact information for the Minnesota TAM Program is as follows:

Rochelle Renee Garrow  
Telecommunications Access Minnesota  
Minnesota Department of Commerce  
85 Seventh Place East, Suite 600  
St. Paul, MN 55101-3165  
651-297-8941 / 800-657-3599 (voice)  
651-297-3067 / 800-657-3603 (TTY)  
651-284-4107 (fax)  
E-mail: [rochelle.garrow@state.mn.us](mailto:rochelle.garrow@state.mn.us)

If you have any questions or require additional documentation, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Rochelle Renee Garrow".

Rochelle Renee Garrow  
Telecommunications Access Minnesota

June 2, 2006

Office of the Secretary  
Attn: Marlene H. Dortch  
Federal Communications Commission  
445 12<sup>th</sup> Street SW, Room TW-B204  
Washington DC 20554

Re: Notification of Substantive Change to Minnesota's  
Telecommunications Relay Services Program

Dear Ms. Dortch,

The Minnesota Department of Commerce-Telecommunications Access Minnesota (DOC-TAM) respectfully submits this notice of substantive change to Minnesota's Telecommunications Relay Services (TRS) program as required by the FCC's 47 C.F.R. § 64.605 (f).

Minnesota currently contracts with Sprint Communications Company L.P. and Communication Service for the Deaf (CSD) for the provision of TRS; Minnesota's current TRS contracts expire on June 30, 2006.

On July 1, 2006, Minnesota will begin a new five year contract for the provision of TRS with CSD as the sole contractor (Sprint will be a subcontractor of CSD).

DOC-TAM certifies that Minnesota's TRS will continue to comply with all TRS mandatory minimum standards under our new contract.

An electronic copy of this notice was also sent (via e-mail) to Pam Gregory, Consumer & Governmental Affairs Bureau.

Sincerely,



Rochelle Renee Garrow, Administrator  
Telecommunications Access Minnesota  
Minnesota Department of Commerce  
85 Seventh Place East, Suite 600  
St. Paul, MN 55101-3165  
651-297-8941 / 800-657-3599 (voice)  
651-297-7891 (fax)  
E-mail: [rochelle.garrow@state.mn.us](mailto:rochelle.garrow@state.mn.us)



# Appendix D

*Telecommunications Access Minnesota  
Annual Reports (2002-2006)*

MINNESOTA DEPARTMENT OF COMMERCE  
TELECOMMUNICATIONS ACCESS MINNESOTA

MINNESOTA RELAY  
AND  
TELEPHONE EQUIPMENT DISTRIBUTION PROGRAM



2002 ANNUAL REPORT TO THE  
MINNESOTA PUBLIC UTILITIES COMMISSION  
DOCKET NO. P999/CI-03-70

JANUARY 31, 2003

Department of Commerce – Telecommunications Access Minnesota  
85 7<sup>th</sup> Place East, Suite 600  
St. Paul, Minnesota 55101-3165  
[tam@state.mn.us](mailto:tam@state.mn.us)  
Voice: 651-297-4565 / 1-800-657-3599  
TTY: 651-297-3067 / 1-800-657-3603



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## EXECUTIVE SUMMARY

In 1987, the Minnesota Legislature passed legislation for the purpose of making the telephone network in Minnesota accessible to communication-impaired persons (speech-, hearing-, and mobility-impaired). The Minnesota Relay and the Equipment Distribution Program were established to accomplish this goal.

The Minnesota Relay, which began service on March 1, 1989, is a federally mandated telecommunications system that allows persons using specialized telecommunications devices, or individuals with speech- or mobility-impairments, to communicate with persons using a standard telephone.

The Equipment Distribution Program (now re-named the Telephone Equipment Distribution [TED] Program) began as a pilot program on October 1, 1988. The TED Program provides specialized telecommunications equipment for eligible deaf, deaf-blind, hard-of-hearing, speech-impaired and mobility-impaired persons, which enables them to access the worldwide telecommunications network.

Beginning on July 1, 1996, Department of Commerce-Telecommunications Access Minnesota (DOC-TAM) contracted with Communication Services for the Deaf (CSD) and Sprint Communications Company (Sprint) to provide Telecommunications Relay Services (TRS) at a center located in Moorhead, Minnesota (Minnesota Stat. § 237.51, Subd. 1). While CSD provides the management and human resources components for the Minnesota Relay, Sprint is responsible for providing the relay facilities, maintenance and access to Sprint's fiber optic telecommunications network.

Under a separate subcontract, DOC-TAM and CSD have established a Minnesota Relay Consumer Relations Office located in St. Paul, Minnesota. Since the Consumer Relations Office began operations in November 1996, it has conducted focus group meetings that are held annually to solicit input from a variety of relay users. Staffed by deaf, hearing, speech- and mobility-disabled personnel, the Consumer Relations Office is available to give presentations and provide outreach to any individual, group or organization in the state.

The DOC-TAM, through an interagency agreement with the Department of Human Services, Deaf and Hard of Hearing Services Division, provides the Telephone Equipment Distribution Program (Minnesota Stat. § 237.51, Subd. 1).

These vendor/state agency provided programs, as well as the administrative expenses of DOC-TAM, are funded by a \$0.10 surcharge on all subscriber lines, including wireless communications lines and other non-wire telephone subscriber lines, in the state of Minnesota.

The procedures and remedies for enforcing any requirements imposed by the Telecommunications Relay Services (TRS) program fall under Minnesota Stat. §237.50-.57 and Minnesota Rules, Chapter 8775 (Appendix A).

This annual report is submitted to the Minnesota Public Utilities Commission in accordance with Minnesota Stat. §237.55, and provides information on the major activities of DOC-TAM during the year 2002. This report also comprises information on the operations of the Minnesota Relay and TED Program, as well as budgetary and statistical data.